

Westfield City Council Members

Jon Dartt, (District 1)
Victor McCarty, (District 2)
Joe Duepner, (District 3)
Patrick T. Tamm, (District 4)
Noah Herron, (District 5)
Chad Huff, (At Large)
Kurt Wanninger, (At Large)



CITY OF WESTFIELD, IN
City Council Meeting Agenda

BOARD OR COMMISSION: City Council Meeting

MEETING DATE: Monday, March 24, 2025 at 7:00 PM

MEETING PLACE: Westfield City Hall- Assembly Room

THE FOLLOWING AGENDA IS SUBJECT TO CHANGE AT THE DISCRETION OF CITY COUNCIL

CALL TO ORDER

Pledge of Allegiance

Invocation by: Jon Lowe, Pastor at North Circle Church

OPENING OF MEETING

Note the presence of a quorum

Approval of Minutes

Approval of Claims

Announce any changes to Agenda

RESIDENTS WHO WISH TO ADDRESS COUNCIL

MISCELLANEOUS BUSINESS/SPECIAL RECOGNITION

Parks Master Plan: Presented by Chris McConnell

OLD BUSINESS

Ordinance 25-12: The Common Council of the City of Westfield, Indiana, Authorizing the Issuance of Economic Development Tax Increment Revenue Bonds to Support the Ambrose on Main Project, and Authorizing and Approving Other Actions in Respect Thereto

Presented by: Rachel Baker/Brad Bingham

First Reading: March 10, 2025

Public Hearing: March 24, 2025

Adoption Consideration: March 24, 2025

NEW BUSINESS

Resolution 25-112: The City of Westfield, Indiana, Declaring its Official Intent to Reimburse Expenditures for Costs Related to the Construction, Acquisition, and Equipping of Certain Public Improvement Projects

Presented by: Danielle Carey-Tolan

Adoption Consideration: March 24, 2024

Resolution 25-114: City of Westfield, Indiana, Declaring its Official Intent to Reimburse Expenditures for Costs Related to Design, Construction, Acquisition and Equipping of Fire Station 84.

Presented by: Danielle Carey-Tolan

Adoption Consideration: March 24, 2025

Ordinance 24-63: Annexation (Midtown at Westfield Phase I)

Staff Presenter: Ryan Collingwood/Councilor Sponsor: Joe Duepner

First Reading and Public Hearing: March 24, 2025

Adoption Consideration: April 14, 2025

Ordinance 25-11: Annexation (East Street)

Staff Presenter: Ryan Collingwood/Council Sponsor: Joe Duepner

First Reading and Public Hearing: March 24, 2025

Adoption Consideration: April 14, 2025

Ordinance 25-13: Towne Road Crossing PUD Amendment I

Staff Planner: Ryan Collingwood/Council Sponsor: Patrick Tamm

First Reading: March 24, 2025

APC Public Hearing: April 7, 2025

APC Workshop: May 19, 2025

APC Recommendation: June 2, 2025

Adoption Consideration: June 9, 2025

Ordinance 25-14: Maple Knoll PUD Amendment IX

Staff Planner: Lauren Gillingham-Teague

Council Sponsor: Victor McCarty

First Reading: March 24, 2025

APC Public Hearing: April 7, 2025

APC Workshop: May 19, 2025

APC Recommendation: June 2, 2025

Adoption Consideration: June 9, 2025

Ordinance 25-15: Chatham Commons PUD Amendment I

Staff Planner: Daine Crabtree/Council Sponsor: Joe Duepner

First Reading: March 24, 2025

APC Public Hearing: April 7, 2025

APC Workshop: May 19, 2025

APC Recommendation: June 2, 2025

Adoption Consideration: June 9, 2025

Ordinance 25-17: Grand Park Village PUD Amendment VI
Staff Planner: Daine Crabtree/Council Sponsor Joe Duepner
First Reading: March 24, 2025
APC Public Hearing: April 7, 2025
APC Workshop: May 19, 2025
APC Recommendation: June 2, 2025
Adoption Consideration: June 9, 2025

Ordinance 25-18: Common Council of the City of Westfield, Indiana, Authorizing and Approving Additional Appropriations of Funds From the IT-Revenue Fund
Presented by: Chris Larsen
First Reading: March 24, 2025
Public Hearing: March 24, 2025
Adoption Consideration: April 14, 2025

CITY COUNCIL COMMENTS

MAYOR COMMENTS

ADJOURNMENT

Westfield City Council Members

Jon Dartt, (District 1)
Victor McCarty, (District 2)
Joe Duepner, (District 3)
Patrick T. Tamm, (District 4)
Noah Herron, (District 5)
Chad Huff, (At Large)
Kurt Wanninger, (At Large)



CITY OF WESTFIELD, IN
City Council Meeting Minutes - 3/10/2025
Monday, March 10, 2025 at 7:00 PM

CALL TO ORDER

The meeting was called to order by Mayor Willis at 7 PM.

Pledge of Allegiance

Invocation by: Eric Testa from Rise Church

OPENING OF MEETING

Note the presence of a quorum

Councilor Dartt attended virtually. Councilor Duepner who connected virtually initially, arrived at approximately 7:07 PM. All other councilors were in attendance.

Approval of Minutes

Kurt Wanninger made the motion to approve the minutes. Victor McCarty seconded.
Vote: Yes-7; No-0. Motion carried.

Approval of Claims

President Tamm questioned an INPRS claim that appeared on the Claim Docket under the Clerk Treasurer's department. This claim was generated in 2009, long before any of the current elected officials took office. Mayor Willis said that Kelley Kemper was sorting through available consultants to conduct a payroll audit.

Noah Herron made the motion to approve the claims. Victor McCarty seconded the motion.
Vote: Yes-7; No-0. Motion carried.

RESIDENTS WHO WISH TO ADDRESS COUNCIL

None

MISCELLANEOUS BUSINESS/SPECIAL RECOGNITION

Special Presentation: Business Award presented by Mayor Willis

The Mayor stepped to the front of the Assembly Room to address a group of student-workers. The staff of the Tropical Smoothie Café under the management direction of "Kathy" have achieved a perfect score for the health conditions at their place of employment. They are being recognized for their great efforts and achievements in their place of employment. Each student received a plaque, as well as the restaurant.

Miscellaneous Business: Council Approving the Contract to use Forvis as the Outside Auditor

Kaitlin Glazier stated that the Audit Committee sent out an RFP to select an outside auditor. The committee reviewed the proposals and selected Forvis Mazars LLC to perform the audit.

The Council by statute has to approve the contract.

Kurt Wanninger made the motion to approve the contract with Forvis. Victor McCarty seconded the motion.

Vote: Yes-7; No-0. Motion carried.

OLD BUSINESS

Ordinance 24-42: Finley Creek Estates PUD

Staff Planner: Weston Rogers/Council Sponsor: Victory McCarty

First Reading: July 22, 2024

APC Public Hearing: August 5, 2024

APC Workshop: September 16, 2024

APC Recommendation: March 3, 2025

Adoption Consideration: March 10, 2025

Weston Rogers presented stating this is a rezone request to establish a new single-family residential community. This item received a unanimous favorable recommendation from APC last week. This is eligible for adoption consideration this evening. Petitioner Rex Ramage, for Pulte, stated there have been multiple rigorous workshops and wants to bring the Council up to speed. Westfield's Comprehensive Plan was discussed, and based on the old plan, this community does fit within it. The intentional design is over 200 feet and contains 60 lots. There is a landscape buffer and significant perimeter setbacks to the real estate from existing homeowners. The neighborhood does not offer any amenities. Therefore, the suggestion was that the homeowners should provide their own, such as pools and outdoor living areas.

Councilor McCarty expressed concern about the lack of access to Freemont Moore Road.

Councilor Herron feels the project devalues the adjacent neighbors' properties. He, personally, doesn't feel it's the right fit and pointed out there are many questions surrounding what will happen to the north and south.

Councilor Tamm asked to see the old property renderings and the new property renderings side-by-side.

Councilor McCarty expressed that he feels the project is an endcap to previous projects.

Councilor Duepner feels it meets a unique demographic. **Councilor Huff** appreciates that the neighborhood doesn't extend to Freemont Moore Road. He thinks a decent process was conducted by APC. Councilor Herron asked if the neighborhood would be allowed to use amenities at neighboring Atwater and the answer was "no."

Kurt Wanninger made the motion to approve Ordinance 24-42. Victor McCarty seconded.

Vote: Yes-6; No-1 (N. Herron). Motion carried.

Ordinance 25-02: Lantern Commons PUD Amendment

Staff Planner: Lauren Gillingham-Teague/Council Sponsor: Noah Herron

First Reading: January 27, 2025

APC Public Hearing: February 3, 2025

APC Workshop: Waived

APC Recommendation: March 3, 2025

Adoption Consideration: March 10, 2025

Lauren Gillingham-Teague with Community Development stated this is for adoption

consideration of the Lantern Commons PUD located at 161st Street and US 31. The site includes a 5-story hotel with a restaurant. Minor architectural details have been changed. Matt Skelton of Church, Church, Hittle & Antrim took the podium and stated that there had been no substantive changes that Lauren had not previously stated.

Councilor Herron asked about a sidewalk and Mr. Skelton stated that after the Natalie Wheeler Trail is rebuilt there would be a sidewalk.

Victory McCarty made the motion to approve Ordinance 25-02. Chad Huff seconded.
Vote: Yes-7; No-0. Motion carried.

NEW BUSINESS

Resolution 25-111: Common Council of the City of Westfield, Indiana, Approving Amendments to the Declaratory Resolution and Economic Development Plan for the Grand Junction Economic Development Area

Presented by: Jenell Fairman

First Reading and Adoption: March 10, 2025

Jenell Fairman presented an expansion of the Grand Junction EDA and suggested more changes would come in the future. Additions to the Grand Park river district, which was also updated in the downtown area, can grant liquor licenses as long as they are in a river district in an EDA. Several maps were presented. One other change within the EDA is the Ambrose Project along with a bond ordinance. Brad Bingham from Barnes & Thornburg was introduced to explain that the life of TIF areas were for years. Today, the current law takes into account the amount of time it takes to create an area. What is being presented is an effort to correct the timeframe.

Councilor McCarty asked if the Grand Park EDA might be updated one day in the future to be more specific about its actual location. Mr. Bingham affirmed it could be possible.

Councilor Duepner asked why the EDA didn't encompass all the project and Councilor McCarty noted it was because of the impending roundabout.

**For the record, Chad Huff left the meeting at 7:45 PM*

Victor McCarty made the motion to approve Resolution 25-111. Noah Herron seconded.
Vote: Yes-6; No-0. Motion carried.

Ordinance 25-12: The Common Council of the City of Westfield, Indiana, Authorizing the Issuance of Economic Development Tax Increment Revenue Bonds to Support the Ambrose on Main Project, and Authorizing and Approving Other Actions in Respect Thereto

Presented by: Jenell Fairman

First Reading: March 10, 2024

Public Hearing: March, 24, 2024

Adoption Consideration: March 24, 2024

Ambrose on Main is an 87-multi-family with mixed-use development. The developer has agreed to allow the City to build a parking garage on the property if and when necessary, including the opportunity for 6,000 square feet of green space. The developer-backed bond

will not impact the City. The future assessed value is \$13.1 million, which maximizes our opportunity to collect property taxes in the region. The annual school referendum will collect almost \$36,000 per year. Mr. Bingham described the bonds as a typical bond structure and a taxpayer agreement will be entered into.

Councilor Tamm asked how quickly this project had been moved through since first contact was made with Shelby. Director Fairman suggested it might have been about a year.

CITY COUNCIL COMMENTS

Victor McCarty gave a brief APC update.

MAYOR COMMENTS

Mayor Willis recognized an upcoming meeting of St Rd 32 business owners to be held at the Westfield Public Library on Monday, March 31, at 4PM. RSVP is requested.

ADJOURNMENT Meeting Adjourned at: 7:58 PM

Clerk-Treasurer,

President or Vice President

These minutes are a summary of actions taken at the City of Westfield Council meetings. A full video archive of the meeting is available for viewing at: <https://www.youtube.com/cityofwestfieldin>

I hereby certify that each of the above listed vouchers and invoices, or bills attached there to, are true and correct and I have audited same in accordance with IC5-11-10-1.6.

March 24, 2025

Fiscal Officer

ALLOWANCE OF ACCOUNTS PAYABLE VOUCHERS

CITY OF WESTFIELD

We have examined the Accounts Payable Vouchers listed on the foregoing Register of Accounts Payable Vouchers consisting of 15 pages and except for accounts payables not allowed as shown on the Register such account payables are hereby allowed in the total amount of \$0 and pending director approval such accounts payables are hereby allowed in the total amount of \$0.

Dated this 24 day of March, 2025

_____	_____	_____
_____	_____	_____
_____	_____	_____

Signatures of Governing Board

Approved by State Board of Accounts for the City of Westfield, 2013

Purchase Invoice Register

City of Westfield

Report Date Range: 03/06/25..03/20/25

3/20/2025 8:34 AM

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WESTFIELD\KGAGNON

	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name									
101	General									
	Administration									
	VEN001537	Payroll	APP125852	3/13/2025	101001111	ADM-SALARY	sal	24,501.36	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101001120	ADM-FICA /MEDICARE	fica	1,449.62	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101001120	ADM-FICA /MEDICARE	med	339.01	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101001121	ADM-PERF	perf	3,443.69	500001135	3/18/2025
	VEN007107	Prevail	APP126009	3/18/2025	101001347	ADM-PROMOTIONS	Hope Gala	2,500.00		
	VEN012320	Copeland Law LLC	APP126010	3/18/2025	101001330	ADM-	Feb services	382.50		
	VEN001953	Thomson West	APP126011	3/18/2025	101001331	ADM-CONSULTING	Feb services	136.00		
	VEN001881	Taft Stettinius and Hollister	APP126012	3/18/2025	101001330	ADM-	Nov services	4,775.00		
	VEN001881	Taft Stettinius and Hollister	APP126012	3/18/2025	101001330	ADM-	Dec services	8,691.00		
	VEN001881	Taft Stettinius and Hollister	APP126012	3/18/2025	101001330	ADM-	Jan services	300.00		
	VEN001881	Taft Stettinius and Hollister	APP126013	3/18/2025	101001330	ADM-	Jan services	2,026.50		
	VEN001881	Taft Stettinius and Hollister	APP126014	3/18/2025	101001330	ADM-	Jan Non Retainer	13,467.00		
	VEN001676	Riverview Hospital	APP126015	3/18/2025	101001347	ADM-PROMOTIONS	Women of Vision	4,250.00		
	VEN012330	Kelley Kemper	APP126016	3/18/2025	101001347	ADM-PROMOTIONS	Meeting	40.55		
	VEN002121	Westfield Youth Assistance	APP126017	3/18/2025	101001347	ADM-PROMOTIONS	Rcognition Brkft	5,000.00		
	VEN011840	C L Coonrod and Co	APP126018	3/18/2025	101001331	ADM-CONSULTING	Feb services	21,917.00		
	VEN000263	Bose Public Affairs Group LLC	APP126019	3/18/2025	101001331	ADM-CONSULTING	Feb services	5,000.00		
	VEN001881	Taft Stettinius and Hollister	APP126020	3/18/2025	101001330	ADM-	Jan services City Attorney	6,716.50		
	Subtotal for Administration							104,935.73		
	Police									
	VEN001537	Payroll	APP125852	3/13/2025	101002111	POLICE-SALARY	sal	355,484.82	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101002120	POLICE-FICA/MEDICARE	fica	5,406.57	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101002120	POLICE-FICA/MEDICARE	med	4,957.07	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101002121	POLICE-PERF	perf	12,986.26	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101002121	POLICE-PERF	perf 77	50,048.07	500001135	3/18/2025
	VEN011388	Classic Cleaners	APP125891	3/13/2025	101002229	POLICE-UNIFORMS	Dry Cleaning	1,512.30		
	VEN011312	Veridus Group	APP125892	3/13/2025	101002349	POLICE-SERVICES	Owners Rep Phases II-V	3,916.25		
	VEN004681	Cicero Volunteer Fire Dept	APP125893	3/13/2025	101002334	POLICE-	First Aid CPR AED ECARDS	1,195.00		
	VEN009277	Nelson and Co LLC	APP125896	3/13/2025	101002229	POLICE-UNIFORMS	White Shirts, AC Jordan	72.55		
	VEN000747	Galls	APP125897	3/13/2025	101002472	POLICE-EQUIPMENT	Safariland Mag Holder, Cell	153.22		
	VEN000314	C.A.R. Clinic	APP125898	3/13/2025	101002360	POLICE-VEHICLE REPAIR	Vehicle Repairs	10,407.19		
	VEN002279	U S Treasury	APP125943	3/17/2025	101002472	POLICE-EQUIPMENT	Electro Optics Loam Program	2,400.00	80346	3/17/2025

Purchase Invoice Register

City of Westfield

Report Date Range: 03/06/25..03/20/25

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WESTFIELD\KGAGNON

Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No. Fund Name									
101 General									
Police									
VEN004499	Star Uniform	APP126078	3/19/2025	101002229	POLICE-UNIFORMS	Rhodium 3/8 Small Collar	1,573.00		
VEN012061	United Tactical Systems LLC	APP126079	3/19/2025	101002472	POLICE-EQUIPMENT	Glass Breaking Launcher	1,505.00		
VEN011793	Keystone Cooperative Inc	APP126095	3/20/2025	101002226	POLICE-VEHICLE	Fuel	11,181.72		
Subtotal for Police							462,799.02		
Economic and Community Development									
VEN001537	Payroll	APP125852	3/13/2025	101003111	ECD-SALARY	sal	56,718.92	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101003120	ECD-FICA/MEDICARE	fica	3,423.72	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101003120	ECD-FICA/MEDICARE	med	800.72	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101003121	ECD-PERF	perf	7,883.68	500001135	3/18/2025
VEN012321	University of Notre Dame	APP126084	3/19/2025	101003310	ECD-PLANNING	Hortonville	10,000.00		
Subtotal for Economic and Community Development							78,827.04		
F and E									
VEN002213	Open Control Systems	APP125787	3/12/2025	101004343	F AND E-BUILDING MAINT	Sta 81 HVAC parts	168.58		
VEN012331	Steadfast Construction Services LLC	APP125846	3/13/2025	101004349	F AND E-SERVICES	CSC remodel	7,000.00		
VEN011688	Colt Moving	APP125847	3/13/2025	101004349	F AND E-SERVICES	CSC remodel	8,435.79		
VEN000879	Heritage-Crystal Clean	APP125848	3/13/2025	101004343	F AND E-BUILDING MAINT	Vac truck	811.42		
VEN001537	Payroll	APP125852	3/13/2025	101004111	F AND E-SALARY	sal	28,126.22	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101004120	F AND E-FICA/MEDICARE	fica	1,645.40	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101004120	F AND E-FICA/MEDICARE	med	384.81	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101004121	F AND E-PERF	perf	3,884.99	500001135	3/18/2025
VEN000589	Duke Energy	APP125923	3/14/2025	101004341	F AND E-ELECTRIC	City Hall	46.22	80342	3/14/2025
VEN002336	Citizens Westfield	APP125924	3/14/2025	101004328	F AND E-HEAT/GAS	Sta 83	311.17	80337	3/14/2025
VEN002336	Citizens Westfield	APP125927	3/14/2025	101004328	F AND E-HEAT/GAS	CSC	841.71	80338	3/14/2025
VEN002336	Citizens Westfield	APP125927	3/14/2025	101004342	F AND E-WATER/SEWER	CSC	2,445.63	80338	3/14/2025
VEN011071	Brads Garage Doors	APP125934	3/14/2025	101004343	F AND E-BUILDING MAINT	Repair	4,803.75		
VEN001783	Sherwin-Williams	APP125959	3/17/2025	101004349	F AND E-SERVICES	Paint for CSC remodel	3,166.09		
VEN000644	Enviro-max Inc	APP125960	3/17/2025	101004343	F AND E-BUILDING MAINT	PSB hvac maint	2,151.00		
VEN004382	Wilkinson Bros	APP126021	3/18/2025	101004347	F AND E-PROMOTIONS	Winter Market	400.00		
VEN006597	ATEC Inc	APP126068	3/19/2025	101004349	F AND E-SERVICES	CSC data port relocation	6,600.00		
VEN010841	Business Furnitures LLC	APP126071	3/19/2025	101004349	F AND E-SERVICES	CSC remodel office furniture	13,815.86		
VEN009773	LNG Indy LLC	APP126081	3/19/2025	101004328	F AND E-HEAT/GAS	City Hall	231.49	80360	3/19/2025

Purchase Invoice Register

City of Westfield

Report Date Range: 03/06/25..03/20/25

3/20/2025 8:34 AM

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WESTFIELD\KGAGNON

	Buy-From Vendor No.	Buy-From Vendor Name	Invoice No.	Date	G/L Acct.	G/L Account Name	Description	Amount	Check No.	Check Date
Fund No.	Fund Name									
101	General									
	F and E									
	VEN009773	LNG Indy LLC	APP126081	3/19/2025	101004328	F AND E-HEAT/GAS	PSB	1,428.48	80360	3/19/2025
	VEN009773	LNG Indy LLC	APP126081	3/19/2025	101004328	F AND E-HEAT/GAS	CSC	1,099.95	80360	3/19/2025
	VEN009773	LNG Indy LLC	APP126081	3/19/2025	101004328	F AND E-HEAT/GAS	Sta 83	394.62	80360	3/19/2025
	VEN009773	LNG Indy LLC	APP126082	3/19/2025	101004328	F AND E-HEAT/GAS	City Hall	307.52	80361	3/19/2025
	VEN009773	LNG Indy LLC	APP126082	3/19/2025	101004328	F AND E-HEAT/GAS	PSB	1,944.68	80361	3/19/2025
	VEN009773	LNG Indy LLC	APP126082	3/19/2025	101004328	F AND E-HEAT/GAS	CSC	1,466.49	80361	3/19/2025
	VEN009773	LNG Indy LLC	APP126082	3/19/2025	101004328	F AND E-HEAT/GAS	Sta 83	526.24	80361	3/19/2025
	Subtotal for F and E							92,438.11		
	Parks									
	VEN001537	Payroll	APP125852	3/13/2025	101005111	PARKS-SALARY	sal	18,633.98	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101005120	PARKS-FICA/MEDICARE	fica	1,118.35	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101005120	PARKS-FICA/MEDICARE	med	261.55	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101005121	PARKS-PERF	perf	2,646.04	500001135	3/18/2025
	VEN000589	Duke Energy	APP125925	3/14/2025	101005341	PARKS-ELECTRIC	GRJN	5,574.93	80343	3/14/2025
	VEN002336	Citizens Westfield	APP125928	3/14/2025	101005342	PARKS-WATER/SEWER	Parks	424.56	80339	3/14/2025
	VEN002336	Citizens Westfield	APP125929	3/14/2025	101005328	PARKS-GAS HEAT	GRJN	54.89	80340	3/14/2025
	VEN002336	Citizens Westfield	APP125929	3/14/2025	101005342	PARKS-WATER/SEWER	GRJN	1,423.90	80340	3/14/2025
	VEN009542	H and N Outdoor Services LLC	APP126003	3/18/2025	101005349	PARKS-SERVICES	Mulch	13,000.00		
	VEN005709	Service Sanitation Inc	APP126004	3/18/2025	101005349	PARKS-SERVICES	Deer Walk	194.40		
	VEN005709	Service Sanitation Inc	APP126004	3/18/2025	101005349	PARKS-SERVICES	166th St	167.65		
	VEN000921	Huston Electric	APP126005	3/18/2025	101005349	PARKS-SERVICES	Bldg G and Mill St	541.00		
	VEN001361	Mid America Elevator	APP126006	3/18/2025	101005343	PARKS-BUILDING	GRJN	531.89		
	Subtotal for Parks							44,573.14		
	Economic Dev									
	VEN012087	Adam Grubb Media	APP125784	3/12/2025	101006349	ECONOMIC DEV-SERVICE	CO addl round of edits	250.00		
	VEN001537	Payroll	APP125852	3/13/2025	101006111	ECONOMIC DEV-SALARY	sal	24,666.72	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101006120	ECONOMIC DEV-	fica	1,467.74	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101006120	ECONOMIC DEV-	med	343.25	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101006121	ECONOMIC DEV-PERF	perf	3,390.49	500001135	3/18/2025
	VEN010114	Rundell Ernstberger Assoc Inc	APP125982	3/17/2025	101006349	ECONOMIC DEV-SERVICE	Park St	21,600.00		
	VEN011964	JS Held	APP125983	3/17/2025	101006349	ECONOMIC DEV-SERVICE	Union Square	2,757.00		
	VEN011843	Claire Gelinas	APP126073	3/19/2025	101006334	ECONOMIC DEV-	Trip to London	2,641.91		

Purchase Invoice Register

City of Westfield

Report Date Range: 03/06/25..03/20/25

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Fund No.	Fund Name									
101	General									
	Economic Dev									
	VEN011843	Claire Gelinas	APP126073	3/19/2025	101006334	ECONOMIC DEV-	Trip to London insurance	198.14		
	VEN012265	The International Center	APP126074	3/19/2025	101006349	ECONOMIC DEV-SERVICE	Jan and Feb services	2,200.00		
	VEN012338	Central Indiana Redevelopment Auth	APP126076	3/19/2025	101006349	ECONOMIC DEV-SERVICE	Make Me Move Campaign	6,325.00		
	Subtotal for Economic Dev							65,840.25		
	Informatics									
	VEN005134	Lifeline Data Centers	APP125780	3/12/2025	101007349	IT-SERVICES	Feb services	1,159.03		
	VEN009100	C M Buck and Associates	APP125786	3/12/2025	101007349	IT-SERVICES	Annual Datacenter backup	5,156.00		
	VEN005272	SHI International	APP125792	3/12/2025	101007389	IT-SOFTWARE LICENSING	Absolute ABST secure	1,558.31		
	VEN001537	Payroll	APP125852	3/13/2025	101007111	IT-SALARY	sal	26,771.53	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101007120	IT-FICA/MEDICARE	fica	1,588.18	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101007120	IT-FICA/MEDICARE	med	371.43	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101007121	IT-PERF	perf	3,801.55	500001135	3/18/2025
	VEN003729	Metronet	APP125921	3/14/2025	101007335	IT-TELEPHONE	PSB	1,107.40	80345	3/14/2025
	VEN003729	Metronet	APP125921	3/14/2025	101007349	IT-SERVICES	PSB	768.00	80345	3/14/2025
	VEN006678	Amazon Capital Services	APP126023	3/18/2025	101007451	IT-COMPUTER/EQUIP	Cradlepoint	527.76		
	VEN005996	Konica Minolta Premier Fin	APP126024	3/18/2025	101007337	IT-PRINTING	Copy machine rentals	808.38		
	VEN010873	Zayo Group LLC	APP126025	3/18/2025	101007349	IT-SERVICES	March services	15,629.09		
	VEN010130	ITSavvy LLC	APP126026	3/18/2025	101007349	IT-SERVICES	NuWave	711.84		
	VEN007202	TopoWorks	APP126027	3/18/2025	101007331	IT-CONSULTING	GIS Feb services	330.00		
	VEN005146	Konica Minolta Business	APP126028	3/18/2025	101007337	IT-PRINTING	Click Charges	49.66		
	VEN012155	Safari Micro Inc	APP126029	3/18/2025	101007451	IT-COMPUTER/EQUIP	Aruba equipment	46,831.14		
	VEN008285	EnvelopIQ LLC	APP126030	3/18/2025	101007349	IT-SERVICES	Access control service	505.00		
	VEN012155	Safari Micro Inc	APP126031	3/18/2025	101007451	IT-COMPUTER/EQUIP	Aruba	11,522.72		
	VEN003729	Metronet	APP126065	3/19/2025	101007349	IT-SERVICES	GPEC	803.55	80362	3/19/2025
	VEN011780	Fairchild Communication Systems	APP126066	3/19/2025	101007331	IT-CONSULTING	PSB AV upgrade	7,333.52		
	VEN005146	Konica Minolta Business	APP126067	3/19/2025	101007337	IT-PRINTING	Click Charges	418.05		
	VEN006597	ATEC Inc	APP126069	3/19/2025	101007349	IT-SERVICES	Sta 81 maint	4,027.50		
	VEN006597	ATEC Inc	APP126069	3/19/2025	101007389	IT-SOFTWARE LICENSING	Camera licenses	1,792.80		
	Subtotal for Informatics							133,572.44		
	Clerk Treasurer									
	VEN000847	Hamilton County Recorder	APP125712	3/7/2025	101008338	CT-LEGAL NOTICES	ordinances	200.00	80242	3/7/2025
	VEN000140	APT USC	APP125778	3/12/2025	101008334	CT-	Annual Conference	599.00		

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Fund No. Fund Name									
101 General									
Clerk Treasurer									
VEN005897	Hamilton County Reporter	APP125790	3/12/2025	101008338	CT-LEGAL NOTICES	City Annual Report	289.93		
VEN005897	Hamilton County Reporter	APP125790	3/12/2025	101008338	CT-LEGAL NOTICES	Notice	28.60		
VEN005897	Hamilton County Reporter	APP125790	3/12/2025	101008338	CT-LEGAL NOTICES	RDA Annual Report	29.58		
VEN001537	Payroll	APP125852	3/13/2025	101008111	CT-SALARY	sal	18,019.04	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101008120	CT-FICA/MEDICARE	fica	1,070.97	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101008120	CT-FICA/MEDICARE	med	250.45	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101008121	CT-PERF	perf	2,085.11	500001135	3/18/2025
VEN005897	Hamilton County Reporter	APP125899	3/13/2025	101008338	CT-LEGAL NOTICES	RDA Bonds	60.65		
VEN005897	Hamilton County Reporter	APP125900	3/13/2025	101008338	CT-LEGAL NOTICES	Addl Appro	18.74		
VEN008854	Baker Tilly Municipal Advisors LLC	APP125930	3/14/2025	101008331	CT-CONSULTING	Feb services	23,528.75		
VEN001826	Staples	APP125963	3/17/2025	101008223	CT-OFFICE SUPPLIES	Folders	178.14		
VEN004297	ADP-Payroll	APP125964	3/17/2025	101008331	CT-CONSULTING	Feb services	6,889.40	500001134	3/17/2025
VEN001469	O W Krohn and Associates	APP126008	3/18/2025	101008349	CT-SERVICES	Feb services	18,620.00		
Subtotal for Clerk Treasurer							71,868.36		
Mayor									
VEN001537	Payroll	APP125852	3/13/2025	101009111	MAYOR-SALARY	sal	4,948.92	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101009120	MAYOR- FICA/MEDICARE	fica	288.25	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101009120	MAYOR- FICA/MEDICARE	med	67.41	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101009121	MAYOR-PERF	perf	702.75	500001135	3/18/2025
VEN005974	Aim	APP126048	3/19/2025	101009334	MAYOR-	2025 Membership	100.00		
Subtotal for Mayor							6,107.33		
Public Works									
VEN001537	Payroll	APP125852	3/13/2025	101013111	PW-SALARY	sal	63,102.02	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101013120	PW-FICA/MEDICARE	fica	3,851.95	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101013120	PW-FICA/MEDICARE	med	900.86	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	101013121	PW-PERF	perf	9,334.51	500001135	3/18/2025
VEN000589	Duke Energy	APP125926	3/14/2025	101013341	PW-ELECTRIC	PW	550.80	80344	3/14/2025
VEN000402	Cintas	APP126102	3/20/2025	101013229	PW-UNIFORMS	Gloves	150.00		
VEN000402	Cintas	APP126103	3/20/2025	101013229	PW-UNIFORMS	Uniforms	85.00		
VEN011636	Hoosier Equipment LLC	APP126106	3/20/2025	101013472	PW-EQUIPMENT	Hotbox Reclaimer	60,000.00		
VEN011743	Tier One Valet LLC	APP126107	3/20/2025	101013349	PW-CONTRACTUAL	Feb Valet Parking Services	5,515.00		

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Fund No.	Fund Name									
101	General									
	Public Works									
	VEN000402	Cintas	APP126115	3/20/2025	101013229	PW-UNIFORMS	Uniforms	85.00		
	Subtotal for Public Works							143,575.14		
	Communications									
	VEN001537	Payroll	APP125852	3/13/2025	101020111	COMM-SALARY	sal	12,215.21	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101020120	COMM-FICA/MEDICARE	fica	724.77	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101020120	COMM-FICA/MEDICARE	med	169.50	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101020121	COMM-PERF	perf	1,734.56	500001135	3/18/2025
	VEN011808	PIP Printing	APP125854	3/13/2025	101020337	COMM-PRINTING	Cards	122.57		
	VEN011808	PIP Printing	APP125855	3/13/2025	101020337	COMM-PRINTING	Cards	501.19		
	VEN012329	JH Specialty	APP125856	3/13/2025	101020347	COMM-PROMOTIONS	DORA cups	8,050.00		
	VEN000480	CSI Signs	APP125961	3/17/2025	101020337	COMM-PRINTING	DORA signs	350.00		
	VEN000929	IBJ Media	APP125962	3/13/2025	101020347	COMM-PROMOTIONS	Half page	4,902.00		
	VEN004382	Wilkinson Bros	APP125978	3/18/2025	101020347	COMM-PROMOTIONS	Logo mark	7,000.00		
	VEN011815	Business View Magazine	APP126072	3/19/2025	101020347	COMM-PROMOTIONS	Quarter page ad	1,650.00		
	Subtotal for Communications							37,419.80		
	Human Resources									
	VEN012269	Standard Insurance Company	APP125659	3/6/2025	101022119	HR-HEALTH/DENTAL	March Ins	760.65	80243	3/6/2025
	VEN012269	Standard Insurance Company	APP125660	3/6/2025	101022119	HR-HEALTH/DENTAL	Jan Ins	763.15	80243	3/6/2025
	VEN012269	Standard Insurance Company	APP125662	3/6/2025	101022119	HR-HEALTH/DENTAL	Feb Ins	760.65	80243	3/6/2025
	VEN009063	Hartford Fire Insurance	APP125770	3/11/2025	101022339	HR-INSURANCE	CSC 2728 Flood ins	1,702.00	80334	3/11/2025
	VEN009063	Hartford Fire Insurance	APP125770	3/11/2025	101022339	HR-INSURANCE	PSB Flood ins	929.00	80334	3/11/2025
	VEN009063	Hartford Fire Insurance	APP125770	3/11/2025	101022339	HR-INSURANCE	CSC 2706 Flood ins	1,856.00	80334	3/11/2025
	VEN001537	Payroll	APP125852	3/13/2025	101022111	HR -SALARY	sal	6,692.37	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101022120	HR-FICA/MEDICARE	fica	411.75	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101022120	HR-FICA/MEDICARE	med	96.30	500001135	3/18/2025
	VEN001537	Payroll	APP125852	3/13/2025	101022121	HR-PERF	perf	950.32	500001135	3/18/2025
	VEN012337	Standard Insurance Company	APP125968	3/17/2025	101022119	HR-HEALTH/DENTAL	Jan Ins	3,026.99	80347	3/17/2025
	VEN001676	Riverview Hospital	APP126091	3/19/2025	101022119	HR-HEALTH/DENTAL	Jan clinic hrs	23,040.64		
	VEN008029	Liberty Mutual Insurance	APP126092	3/19/2025	101022339	HR-INSURANCE	Allocated expenses	827.95		
	Subtotal for Human Resources							41,817.77		
Subtotal for Fund 101 General								1,283,774.13		

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Fund No. Fund Name									
103 Fire Operating									
Fire									
VEN010987	Farmers and Merchants Bank	APP125775	3/11/2025	103012473	FIRE-VEHICLE LEASES	Pumper and Ladder truck	428,374.15	80335	3/11/2025
VEN000589	Duke Energy	APP125793	3/12/2025	103012346	FIRE-TORNADO SIREN	Contribution	2,655.92	80341	3/14/2025
VEN001537	Payroll	APP125852	3/13/2025	103012111	FIRE-SALARY	sal	494,564.30	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	103012120	FIRE-FICA AND MEDICARE	fica	4,665.83	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	103012120	FIRE-FICA AND MEDICARE	med	6,947.85	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	103012121	FIRE-PERF	perf	11,358.69	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	103012121	FIRE-PERF	perf77	74,942.00	500001135	3/18/2025
VEN007356	Ascension St Vincent	APP125875	3/13/2025	103012354	FIRE-MEDICAL	Gaylor,Gunning,Cook,Sears	528.87		
VEN000065	Airgas Mid America	APP125876	3/13/2025	103012224	FIRE-OPERATING	oxygen for all stations	2,209.59		
VEN000266	Bound Tree Medical	APP125877	3/13/2025	103012224	FIRE-OPERATING	ems supplies	4,297.32		
VEN007709	MacQueen Emergency Group	APP125878	3/13/2025	103012360	FIRE-VEHICLE MAINT	ENG3 clearnc light	182.68		
VEN007709	MacQueen Emergency Group	APP125878	3/13/2025	103012472	FIRE-EQUIP	wet suit/fans	14,041.51		
VEN007352	Gear Wash LLC	APP125879	3/13/2025	103012229	FIRE-UNIFORMS	gear wash	426.59		
VEN000286	Brian Timme	APP125880	3/13/2025	103012229	FIRE-UNIFORMS	duty shoes	100.00		
VEN001087	Jason Maners	APP125881	3/13/2025	103012229	FIRE-UNIFORMS	reimburse duty shoes	100.00		
VEN009277	Nelson and Co LLC	APP125882	3/13/2025	103012229	FIRE-UNIFORMS	fuller/name tapes	141.26		
VEN012327	DreamSeats LLC	APP125883	3/13/2025	103012472	FIRE-EQUIP	recliners st84	9,114.75		
VEN001202	Kyle Howe	APP125884	3/13/2025	103012229	FIRE-UNIFORMS	reimb duty shoes	100.00		
VEN012333	Stephanie Smith	APP125885	3/13/2025	103012349	FIRE-SERVICES	ems reimbursement	1,128.79		
VEN012332	David Bafia	APP125886	3/13/2025	103012349	FIRE-SERVICES	ems reimbursement	983.00		
VEN012334	Cassandra Walker	APP125887	3/13/2025	103012349	FIRE-SERVICES	ems reimbursement	58.00		
VEN011728	The Rawlings Company	APP125888	3/13/2025	103012349	FIRE-SERVICES	EMS reimsmt	560.95		
VEN011988	Humana Health Plans	APP125889	3/13/2025	103012349	FIRE-SERVICES	ems reimsmt	239.86		
VEN011988	Humana Health Plans	APP125890	3/13/2025	103012349	FIRE-SERVICES	ems reimbusmt	170.51		
VEN009277	Nelson and Co LLC	APP126032	3/18/2025	103012229	FIRE-UNIFORMS	Tact boots	144.29		
VEN011793	Keystone Cooperative Inc	APP126034	3/18/2025	103012226	FIRE-VEHICLE	st81	816.75		
VEN010215	Magnegrip	APP126035	3/18/2025	103012360	FIRE-VEHICLE MAINT	tailpipe adptr	238.16		
VEN010164	Zach Abbott	APP126036	3/18/2025	103012229	FIRE-UNIFORMS	reimburse duty shoes	100.00		
VEN011640	Medical Academic Center	APP126037	3/18/2025	103012334	FIRE-	anatomy/airway course	700.00		
VEN009277	Nelson and Co LLC	APP126038	3/19/2025	103012229	FIRE-UNIFORMS	Badges, shirts, shorts etc	12,469.69		
VEN011024	Josh Shrum	APP126039	3/19/2025	103012229	FIRE-UNIFORMS	duty shoes	100.00		
VEN007814	Teleflex Funding LLC	APP126041	3/19/2025	103012224	FIRE-OPERATING	45mm needles	1,148.00		

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Fund No. Fund Name									
103 Fire Operating									
Fire									
VEN012336	Public Safety Answers	APP126042	3/19/2025	103012349	FIRE-SERVICES	FF APP TESTING	16,515.00		
VEN000065	Airgas Mid America	APP126043	3/19/2025	103012224	FIRE-OPERATING	cylinder rental	647.67		
VEN007441	Conway Shields	APP126044	3/19/2025	103012229	FIRE-UNIFORMS	cairns helments, front holders	355.00		
VEN012328	Adrian Carrillo	APP126045	3/19/2025	103012334	FIRE-	Language Testing Int	98.00		
VEN011793	Keystone Cooperative Inc	APP126046	3/19/2025	103012226	FIRE-VEHICLE	fleet fuel	3,164.28		
VEN002088	Webb Effects	APP126047	3/19/2025	103012224	FIRE-OPERATING	vinyl ems numbers	80.00		
VEN009277	Nelson and Co LLC	APP126050	3/19/2025	103012229	FIRE-UNIFORMS	W Rippy pants	349.95		
VEN000846	Hamilton County Professional Fire	APP126051	3/19/2025	103012334	FIRE-	Chief Leeb-Commercial Fire	2,500.00		
VEN012339	Ron Taylor	APP126052	3/19/2025	103012224	FIRE-OPERATING	wooden voting box	30.00		
VEN009426	Best One of Tipton	APP126053	3/19/2025	103012360	FIRE-VEHICLE MAINT	tires	780.96		
VEN003382	McGavic Outdoor Power	APP126054	3/19/2025	103012224	FIRE-OPERATING	tapping screws	8.44		
VEN010985	Blaze Stack	APP126075	3/19/2025	103012350	FIRE-	CASE MNGMT SOFTWARE	3,000.00		
VEN011793	Keystone Cooperative Inc	APP126095	3/20/2025	103012226	FIRE-VEHICLE	Fuel	1,550.57		
Subtotal for Fire							1,102,689.18		
Subtotal for Fund 103 Fire Operating							1,102,689.18		

Fund No. Fund Name

201 Motor Vehicle Highway (MVH)									
Public Works									
VEN001537	Payroll	APP125852	3/13/2025	201013111	MVH-SALARY	sal	11,574.57	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	201013120	MVH-FICA/MEDICARE	fica	692.73	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	201013120	MVH-FICA/MEDICARE	med	162.02	500001135	3/18/2025
VEN001537	Payroll	APP125852	3/13/2025	201013121	MVH-PERF	perf	1,643.59	500001135	3/18/2025
VEN005917	The Etica Group Inc	APP125874	3/13/2025	201013349	MVH-CONTRACTUAL SERV	161st St Trail Design	2,458.20		
VEN009426	Best One of Tipton	APP126093	3/20/2025	201013345	MVH-EQUIP REPAIR	Tire repair 1791	915.50		
VEN000859	Hare Chevrolet	APP126094	3/20/2025	201013345	MVH-EQUIP REPAIR	Dump Dodge repair	794.94		
VEN000859	Hare Chevrolet	APP126094	3/20/2025	201013345	MVH-EQUIP REPAIR	Mirror for flatbed	650.00		
VEN000859	Hare Chevrolet	APP126094	3/20/2025	201013345	MVH-EQUIP REPAIR	Repairs to 2241	1,651.36		
VEN011793	Keystone Cooperative Inc	APP126095	3/20/2025	201013226	MVH-VEHICLE GAS/	Fuel	9,193.88		
VEN001277	Macallister Machinery Co	APP126096	3/20/2025	201013349	MVH-CONTRACTUAL SERV	Wheel Loader for salt	7,244.75		
VEN006426	DISA Inc	APP126097	3/20/2025	201013349	MVH-CONTRACTUAL SERV	Drug testing	292.50		
VEN009613	IMI Aggregates LLC	APP126098	3/20/2025	201013231	MVH-SUBGRADE	Stone	449.77		

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Fund No.	Fund Name								
201	Motor Vehicle Highway (MVH)								
	Public Works								
VEN000975	Indiana Oxygen Company	APP126099	3/20/2025	201013226	MVH-VEHICLE GAS/	Gases	66.64		
VEN012135	Asphalt Materials Inc	APP126101	3/20/2025	201013345	MVH-EQUIP REPAIR	Oil for asphalt machine	555.94		
VEN001723	Scott K Osborne	APP126104	3/20/2025	201013345	MVH-EQUIP REPAIR	Plow Parts	707.16		
VEN002123	Westfield-Washington Schools	APP126109	3/20/2025	201013226	MVH-VEHICLE GAS/	Diesel	11,996.84		
VEN001277	Macallister Machinery Co	APP126113	3/20/2025	201013349	MVH-CONTRACTUAL SERV	Horton project	459.95		
VEN011793	Keystone Cooperative Inc	APP126117	3/20/2025	201013226	MVH-VEHICLE GAS/	Fuel	1,020.22		
VEN008308	Signal Construction Inc	APP126118	3/20/2025	201013331	MVH-CONSULTING	196th and East	750.00		
	Subtotal for Public Works						53,280.56		
Subtotal for Fund 201 Motor Vehicle Highway (MVH)							53,280.56		
Fund No.	Fund Name								
202	Local Road and Street (LRS)								
	Public Works								
VEN012326	Alexander Surveying LLC	APP126119	3/20/2025	202013349	LRS-SERVICES	Wheeler Rd and SR 32	450.00		
	Subtotal for Public Works						450.00		
Subtotal for Fund 202 Local Road and Street (LRS)							450.00		
Fund No.	Fund Name								
204	Park Impact								
	Parks								
VEN006748	V3 Companies	APP125785	3/6/2025	204005349	PARK IMPACT-SERVICES	Simon Moon Exp Design	56,426.40		
VEN011883	Norcon Incorporated	APP125979	3/18/2025	204005474	PARK IMPACT-	Simon Moon Park Phase I	12,122.97		
VEN005848	Mader Design LLC	APP126007	3/18/2025	204005349	PARK IMPACT-SERVICES	DNR	1,000.00		
	Subtotal for Parks						69,549.37		
Subtotal for Fund 204 Park Impact							69,549.37		
Fund No.	Fund Name								
239	Law Enforcement								
	Police								
VEN001178	Kiesler's Police Supply	APP125894	3/13/2025	239002334	LAW ENFORCE-	Simunition Supplies	6,750.00		
VEN001178	Kiesler's Police Supply	APP125895	3/13/2025	239002334	LAW ENFORCE-	Simunition Supplies	702.00		
	Subtotal for Police						7,452.00		
Subtotal for Fund 239 Law Enforcement							7,452.00		

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Fund No. Fund Name									
244 Redevelopment District Capital									
RDC									
VEN012262	GANGGANG	APP125777	3/12/2025	244018349	REDEVELOP DISTRICT	Jersey St	6,666.00	80349	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Ambrose	660.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	BW Jersey	110.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Camilla	220.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Fire Station	3,067.50	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	General	3,562.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Gr Millen	2,150.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Gr Park	3,025.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	GrP South	730.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Gr Univ	165.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Ham Cross	330.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Latern	55.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	North	110.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Park St	1,210.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Pilot	127.50	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	SpringMill	55.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Towne Run	55.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Feb services	110.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Union	1,762.50	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Feb services	55.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Village Park	55.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Wheeler	55.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Wood Wind	1,540.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Card	385.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Edgerock	6,160.00	80358	3/18/2025
VEN011751	Wallack Somers and Haas PC	APP125794	3/12/2025	244018330	REDEVELOP DISTRICT	Ice Fac	55.00	80358	3/18/2025
VEN006811	HWC Engineering	APP125795	3/12/2025	244018349	REDEVELOP DISTRICT	GP Master Plan	12,825.00	80352	3/18/2025
VEN012262	GANGGANG	APP125796	3/12/2025	244018349	REDEVELOP DISTRICT	Feb services	6,666.00	80350	3/18/2025
VEN005661	Barnes and Thornburg LLP	APP125797	3/12/2025	244018349	REDEVELOP DISTRICT	Jan services	910.00	80348	3/18/2025
VEN005661	Barnes and Thornburg LLP	APP125797	3/12/2025	244018349	REDEVELOP DISTRICT	Jan services	845.00	80348	3/18/2025
VEN005661	Barnes and Thornburg LLP	APP125797	3/12/2025	244018349	REDEVELOP DISTRICT	Jan services	975.00	80348	3/18/2025
VEN005897	Hamilton County Reporter	APP125798	3/12/2025	244018349	REDEVELOP DISTRICT	Notice	18.74	80351	3/18/2025

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Fund No.	Fund Name								
244	Redevelopment District Capital								
	RDC								
VEN012335	Lougheed Engineering Inc	APP125799	3/12/2025	244018349	REDEVELOP DISTRICT	191st St	1,650.00	80353	3/18/2025
VEN001611	PSI Engineering	APP125800	3/12/2025	244018349	REDEVELOP DISTRICT	GP Master Plan	2,200.00	80354	3/18/2025
VEN011785	Speck Dempsey LLC	APP125801	3/12/2025	244018349	REDEVELOP DISTRICT	GP Master Plan	16,000.00	80355	3/18/2025
VEN001881	Taft Stettinius and Hollister	APP125802	3/12/2025	244018330	REDEVELOP DISTRICT	Jan services	3,436.50	80356	3/18/2025
VEN001881	Taft Stettinius and Hollister	APP125802	3/12/2025	244018330	REDEVELOP DISTRICT	Jan services	3,758.50	80356	3/18/2025
VEN001881	Taft Stettinius and Hollister	APP125818	3/12/2025	244018330	REDEVELOP DISTRICT	Jan services GP	2,809.00	80357	3/18/2025
	Subtotal for RDC						84,569.24		
Subtotal for Fund 244 Redevelopment District Capital							84,569.24		
Fund No.	Fund Name								
251	Communication Program								
	Communications								
VEN006678	Amazon Capital Services	APP125779	3/12/2025	251020347	COMM PROGRAM-	Picture frames	17.99		
VEN006678	Amazon Capital Services	APP125977	3/18/2025	251020347	COMM PROGRAM-	Special Supplies Sensory	246.98		
	Subtotal for Communications						264.97		
Subtotal for Fund 251 Communication Program							264.97		
Fund No.	Fund Name								
255	F and E Programming/Events								
	F and E								
VEN010131	Grand Junction Brewing Co	APP125791	3/12/2025	255004347	F AND E-EVENT PROG	Melt the Trail	2,030.34		
VEN007331	RaceMaker Productions LLC	APP125933	3/14/2025	255004347	F AND E-EVENT PROG	Melt the Trail	12,146.32		
	Subtotal for F and E						14,176.66		
Subtotal for Fund 255 F and E Programming/Events							14,176.66		
Fund No.	Fund Name								
264	Road and Street Improvement (Road Impact)								
	Public Works								
VEN000562	DLZ	APP125782	3/6/2025	264013349	ROAD IMPACT-SERVICES	181st St and Grand Park Blvd	17,095.00		
VEN000010	A and F Engineering	APP125984	3/18/2025	264013331	ROAD IMPACT-	On-call Traffic Services	8,917.50		
VEN000010	A and F Engineering	APP125984	3/18/2025	264013331	ROAD IMPACT-	On-call Traffic Services	82.50		
VEN011794	Caldwells Inc	APP126100	3/20/2025	264013349	ROAD IMPACT-SERVICES	Demo 132 S Union	1,080.00		
VEN011646	Wolfe House Mover of Indiana LLC	APP126105	3/20/2025	264013349	ROAD IMPACT-SERVICES	102 S Union	2,800.00		

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Fund No.	Fund Name								
264	Road and Street Improvement (Road Impact)								
	Public Works								
VEN005132	Powers Septic and Sewer	APP126108	3/20/2025	264013349	ROAD IMPACT-SERVICES	Pump out tank 132 S Union	390.00		
VEN011794	Caldwells Inc	APP126112	3/20/2025	264013349	ROAD IMPACT-SERVICES	Demo 132 S Union	2,880.00		
VEN011794	Caldwells Inc	APP126116	3/20/2025	264013349	ROAD IMPACT-SERVICES	Demo 132 S Union	2,930.00		
VEN011794	Caldwells Inc	APP126116	3/20/2025	264013349	ROAD IMPACT-SERVICES	Demo 132 S Union	1,570.00		
VEN011794	Caldwells Inc	APP126116	3/20/2025	264013349	ROAD IMPACT-SERVICES	Demo 132 S Union	1,080.00		
VEN011794	Caldwells Inc	APP126120	3/20/2025	264013349	ROAD IMPACT-SERVICES	Demo 132 S Union	2,836.80		
	Subtotal for Public Works						41,661.80		
Subtotal for Fund 264 Road and Street Improvement (Road Impact)							41,661.80		
Fund No.	Fund Name								
266	Capital Projects								
	RDC								
VEN012123	Kensington Vanguard National	APP125769	3/11/2025	266018474	CAPITAL PROJECT-	closing Wheeler farm property	3,908,017.65	500001132	3/11/2025
	Subtotal for RDC						3,908,017.65		
Subtotal for Fund 266 Capital Projects							3,908,017.65		
Fund No.	Fund Name								
269	Training Facility Center								
	Public Safety (Police and Fire)								
VEN009231	CenterPoint Energy	APP125922	3/14/2025	269014328	TRAINING FAC-HEAT/GAS	Training Facility	92.88	80336	3/14/2025
VEN000434	Comcast Cable	APP126033	3/18/2025	269014350	TRAINING FAC-	Training Facility	315.20	80359	3/19/2025
VEN000905	Hoosier Portable Restroom	APP126040	3/19/2025	269014349	TRAINING FAC-SERVICES	160th& river rd training facility	176.00		
	Subtotal for Public Safety (Police and Fire)						584.08		
Subtotal for Fund 269 Training Facility Center							584.08		
Fund No.	Fund Name								
352	Go Bond 2022								
	Public Works								
VEN002038	USI Consultants Inc	APP125783	3/6/2025	352013474	GO BOND 2022 PW	181st Wheeler Roundabout	21,300.00		
VEN002709	Lochmueller Group Inc	APP126086	3/19/2025	352013474	GO BOND 2022 PW	191st St Expansion PE	84,889.50		
VEN002709	Lochmueller Group Inc	APP126086	3/19/2025	352013474	GO BOND 2022 PW	191st St Expansion PE	159,481.15		
	Subtotal for Public Works						265,670.65		
Subtotal for Fund 352 Go Bond 2022							265,670.65		

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Fund No. Fund Name									
640	Sports Campus Operating								
	Grand Park								
VEN012266	Grand Park Sports and Enter LLC	APP126022	3/18/2025	640015349	SPORTS CAMPUS-	2025 Rev	27,447.19		
	Subtotal for Grand Park						27,447.19		
	Sport Campus Indoor Event Ctr								
VEN011754	Bondry Management Consulting LLC	APP125845	3/13/2025	640023331	GP INDOOR-CONSULTING	Grand Park	6,850.00		
VEN009773	LNG Indy LLC	APP126080	3/19/2025	640023328	GP INDOOR-NATURAL GAS	GPEC	4,662.33	5412	3/19/2025
VEN009773	LNG Indy LLC	APP126083	3/19/2025	640023328	GP INDOOR-NATURAL GAS	GPEC	6,236.12	5413	3/19/2025
	Subtotal for Sport Campus Indoor Event Ctr						17,748.45		
Subtotal for Fund 640 Sports Campus Operating							45,195.64		
Fund No. Fund Name									
701	Payroll								
	Clerk Treasurer								
VEN012269	Standard Insurance Company	APP125658	3/6/2025	701008930	PAYROLL-INS. DED	March Ins	4,820.48	18711	3/6/2025
VEN012269	Standard Insurance Company	APP125661	3/6/2025	701008930	PAYROLL-INS. DED	Feb Ins	4,820.48	18711	3/6/2025
VEN012269	Standard Insurance Company	APP125663	3/6/2025	701008930	PAYROLL-INS. DED	Jan Ins	4,837.23	18711	3/6/2025
VEN000058	AFLAC	APP125716	3/7/2025	701008930	PAYROLL-INS. DED	Feb Ins	6,518.62	18712	3/7/2025
VEN000058	AFLAC	APP125717	3/7/2025	701008930	PAYROLL-INS. DED	March Ins	6,707.46	18713	3/7/2025
VEN000959	Indiana Dept Of Revenue	APP125810	3/12/2025	701008923	PAYROLL-STATE	State	31,652.56	701000043	3/12/2025
VEN000959	Indiana Dept Of Revenue	APP125810	3/12/2025	701008923	PAYROLL-STATE	COIT	15,474.87	701000043	3/12/2025
VEN000920	Huntington National Bank	APP125811	3/12/2025	701008131	PAYROLL-EMPLOYER'S	FICA	29,235.05	701000042	3/12/2025
VEN000920	Huntington National Bank	APP125811	3/12/2025	701008132	PAYROLL-EMPLOYER'S	Medicare	16,386.57	701000042	3/12/2025
VEN000920	Huntington National Bank	APP125811	3/12/2025	701008921	PAYROLL-FEDERAL	Federal	103,887.30	701000042	3/12/2025
VEN000920	Huntington National Bank	APP125811	3/12/2025	701008922	PAYROLL-EMPLOYEE FICA	FICA	29,235.12	701000042	3/12/2025
VEN000920	Huntington National Bank	APP125811	3/12/2025	701008922	PAYROLL-EMPLOYEE FICA	Medicare	16,386.50	701000042	3/12/2025
VEN000703	Fire Fighters Credit Union	APP125831	3/12/2025	701008141	PAYROLL-UNION DUES	Union Dues WFD	121.00	18715	3/13/2025
VEN000703	Fire Fighters Credit Union	APP125832	3/12/2025	701008141	PAYROLL-UNION DUES	Union Dues 4416	6,140.76	18716	3/13/2025
VEN000163	Aul Retirement	APP125833	3/12/2025	701008931	PAYROLL-401A MATCHING-	Contributions and loan pmts	57,794.52	701000044	3/12/2025
VEN000948	IN Family and Social Services	APP125834	3/12/2025	701008140	PAYROLL-SUPPORT	Child Support	1,514.00	701000045	3/12/2025
VEN001864	Supporting Heroes	APP125835	3/12/2025	701008991	PAYROLL-MISC	Supporting Heroes	63.90	18717	3/13/2025
VEN004836	Nationwide Retirement Solutions	APP125836	3/12/2025	701008931	PAYROLL-401A MATCHING-	Contributions	11,197.14	18714	3/13/2025
VEN001537	Payroll	APP125837	3/12/2025	701008110	PAYROLL-NET SALARIES	net	851,274.35	701000046	3/12/2025
VEN001390	MiSDU	APP125843	3/13/2025	701008140	PAYROLL-SUPPORT	child support	443.45	18718	3/13/2025

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Fund No. Fund Name									
701 Payroll									
Clerk Treasurer									
VEN000400	Cindy Gossard	APP125849	3/13/2025	701008930	PAYROLL-INS. DED	Reim Gossard for	127.52	18719	3/13/2025
VEN001550	PERF	APP125857	3/13/2025	701008133	PAYROLL-PERF	Civilian PERF	69,051.43		
VEN000008	77 Police and Fire Fund	APP125858	3/13/2025	701008133	PAYROLL-PERF	Non Civilian PERF	154,329.91		
VEN005722	Aflac Premium Holding	APP125901	3/13/2025	701008930	PAYROLL-INS. DED	Feb Ins	3,647.62	18720	3/13/2025
VEN012337	Standard Insurance Company	APP125967	3/17/2025	701008930	PAYROLL-INS. DED	Jan Ins	49.04	18721	3/17/2025
Subtotal for Clerk Treasurer							1,425,716.88		
Subtotal for Fund 701 Payroll							1,425,716.88		

Fund No. Fund Name

900 Stormwater									
Stormwater									
VEN001537	Payroll	APP125853	3/13/2025	900016111	STORM-SALARY	net sal	24,682.50		
VEN001537	Payroll	APP125853	3/13/2025	900016120	STORM-FICA/MEDICARE	fica	1,429.29		
VEN001537	Payroll	APP125853	3/13/2025	900016120	STORM-FICA/MEDICARE	med	334.27		
VEN001537	Payroll	APP125853	3/13/2025	900016121	STORM-PERF	perf	3,475.00		
VEN002424	IUPPS	APP126110	3/20/2025	900016309	STORM-CONSULTING FEES	Feb tickets	734.35		
VEN000608	Eco-Infrastructure Solution	APP126111	3/20/2025	900016473	STORM-VEHICLE LEASES	Jersey St	810.00		
VEN011574	Zoom Drain Indianapolis	APP126114	3/20/2025	900016473	STORM-VEHICLE LEASES	Admiral Way	250.00		
VEN011793	Keystone Cooperative Inc	APP126121	3/20/2025	900016226	STORM-VEHICLE GAS	Fuel	67.78		
Subtotal for Stormwater							31,783.19		
Subtotal for Fund 900 Stormwater							31,783.19		

Posted Invoices Total							8,334,836.00		
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Credit Memos

Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No. Fund Name							
101 General							
Police							
VEN002279	U S Treasury	ACP002914	3/17/2025	101002472	Police-Equipment	Police-Equip	2,400.00
Subtotal for							2,400.00
Subtotal by Fund 101 General							2,400.00

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Credit Memos

	Vendor No.	Vendor Name	Cr. Memo No.	Date	GL Acct.	GL Account Name	Description	Amount
Fund No.	Fund Name							
103	Fire Operating							
	Fire							
	VEN011988	Humana Health Plans	ACP002917	3/13/2025	103012349	Fire-Services	Fire-Services	170.51
	VEN007709	MacQueen Emergency Group	ACP002918	3/13/2025	103012360	Fire-Vehicle Maint	Fire-Vehicle Maint	182.68
	VEN007709	MacQueen Emergency Group	ACP002918	3/13/2025	103012472	Fire-Equip	Fire-Equip	14,041.51
	Subtotal for							14,394.70
Subtotal by Fund 103 Fire Operating								14,394.70
Credit Memo Total								16,794.70

ORDINANCE NO. 25-12

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, AUTHORIZING THE ISSUANCE OF ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS TO SUPPORT THE AMBROSE ON MAIN PROJECT, AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Westfield, Indiana (the “City”), is a municipal corporation and political subdivision of the State of Indiana and by virtue of I.C. 36-7-11.9 and I.C. 36-7-12 (collectively, the “Act”), is authorized and empowered to adopt this ordinance (this “Bond Ordinance”) and to carry out its provisions;

WHEREAS, New Ambrose, LLC or an affiliate thereof (the “Company”), desires to finance the design and construction of certain improvements described in Exhibit A hereto which are located in the Grand Junction Economic Development Area (collectively, the “Projects”);

WHEREAS, the Company has advised the City of Westfield Economic Development Commission (the “Commission”) and the City that it proposes that the City issue its taxable or tax-exempt Economic Development Tax Increment Revenue Bonds, Series 20__ (Ambrose on Main Project), in one or more series (with such different or additional series designation determined to be necessary or appropriate) in an aggregate amount not to exceed Five Million Dollars (\$5,000,000) (the “Bonds”), under the Act and provide the proceeds of such Bonds to the Company for the purpose of financing the Projects;

WHEREAS, the completion of the Projects results in the diversification of industry, the creation of jobs and the creation of business opportunities in the City;

WHEREAS, pursuant to I.C. § 36-7-12-24, the Commission published notice of a public hearing (the “Public Hearing”) on the proposed issuance of the Bonds to finance the Projects;

WHEREAS, on the date specified in the notice of the Public Hearing, the Commission held the Public Hearing on the Projects; and

WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council the forms of: (1) a Financing Agreement between the City and the Company (the “Financing Agreement”); (2) a Trust Indenture between a trustee to be selected by the Clerk-Treasurer of the City (the “Trustee”) and the City (the “Indenture”); (3) the Bonds; and (4) this Bond Ordinance (the Financing Agreement, the Indenture, the Bonds, and this Bond Ordinance, collectively, the “Financing Agreements”);

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, THAT:

Section 1. Findings; Public Benefits. The Common Council hereby finds and determines that the Projects involve the acquisition, construction and equipping of an “economic development facility” as that phrase is used in the Act; that the Projects will increase

employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, in tending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Projects; and, therefore, that the financing of the Projects by the issue of the Bonds under the Act: (i) will be of benefit to the health and general welfare of the City; and (ii) complies with the Act.

Section 2. Approval of Financing. The proposed financing of the Projects by the issuance of the Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

Section 3. Authorization of the Bonds. The issuance of the Bonds, payable solely from revenues and receipts derived from the Financing Agreements, is hereby authorized.

Section 4. Terms of the Bonds. (a) The Bonds, in the aggregate principal amount not to exceed Five Million Dollars (\$5,000,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk of the City; (ii) be dated as of the date of their delivery; (iii) for each series of the Bonds, mature on a date not later than twenty-five (25) years after the date of the first draw of principal on such series of the Bonds; (iv) bear interest at such rates as determined with the purchaser thereof (the "Purchaser") in an amount not to exceed eight percent (8.00%) per annum, with such interest payable as provided in the Financing Agreements, and which interest may be taxable or tax-exempt, as determined by the Mayor and the Clerk-Treasurer of the City, with the advice of the City's bond counsel, prior to the issuance of the Bonds; (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the Financing Agreements.

(b) The Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the Financing Agreements. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

Section 5. Sale of the Bonds. The Mayor is hereby authorized and directed, in the name and on behalf of the City, to sell the Bonds to the Purchaser at such prices as are determined on the date of sale and approved by the Mayor of the City.

Section 6. Execution and Delivery of Financing Agreements. The Mayor and the Clerk of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Financing Agreement, the Indenture, and the Bonds, submitted to the Common Council, which are hereby approved in all respects.

Section 7. Changes in Financing Agreements. The Mayor and the Clerk of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof. In particular, at the request of the Company, the Mayor, the Clerk-Treasurer and any other officer of the City are hereby authorized and directed, in the name and on behalf of the City, to execute, attest and deliver a Loan Agreement with the Company (in lieu of the Financing Agreement), in such form as such officers shall approve, such approval to be conclusively evidenced by their execution thereof.

Section 8. Reimbursement from Bond Proceeds. The City hereby declares its intent to issue the Bonds for the purpose of financing the Projects, which Bonds will not exceed Five Million Dollars (\$5,000,000), and pursuant to Treas. Reg. §1.150-2 and IC 5-1-14-6(c), to reimburse costs of the Projects (including costs of issuing the Bonds) from proceeds of the sale of such Bonds.

Section 9. General. The Mayor and any other officer of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Projects, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected be, and hereby is, ratified and approved.

Section 10. Binding Effect. The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

Section 11. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 12. Effective Date. This Bond Ordinance shall be in full force and effect immediately upon adoption and compliance with I.C. § 36-4-6-14.

Section 13. Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with I.C. § 36-1-5-4.

[Signature Page Follows]

ALL OF WHICH IS HEREBY ADOPTED BY THE COMMON COUNCIL OF THE
CITY OF WESTFIELD, INDIANA, THIS ____ DAY OF _____, 2025.

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Joe Duepner

Joe Duepner

Joe Duepner

Noah Herron

Noah Herron

Noah Herron

Chad Huff

Chad Huff

Chad Huff

Victor McCarty

Victor McCarty

Victor McCarty

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Kurt J. Wanninger

Kurt J. Wanninger

Kurt J. Wanninger

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that ORDINANCE NO. 25-12 was delivered by me to the Mayor of the City of Westfield, Indiana, on the ____ day of _____, 2025, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance No. 25-12
this ____ day of _____, 2025.

I hereby VETO Ordinance No. 25-12
this ____ day of _____, 2025.

Scott A. Willis, Mayor

Scott A. Willis, Mayor

Prepared by: Bradley J. Bingham, Esq.
 Barnes & Thornburg LLP
 11 South Meridian Street
 Indianapolis, IN 46204

EXHIBIT A

DESCRIPTION OF THE PROJECTS

All or any portion of the design and construction of infrastructure improvements, including, but not limited to, land acquisition, storm water improvements, utilities relocation, streetscape and plaza improvements, general site improvements, parking costs and/or road, trail and sidewalk or other local public improvements (collectively the “Projects”), located in, physically connected to, or directly serving or benefitting the Ambrose Allocation Area of the Grand Junction Economic Development Area (the “Area”), to support a new mixed-use project in the Area consisting of a new four-story building with three floors of residential apartments, retail/restaurant space on the ground floor and more than 200 surface parking spaces, with a current estimated total development cost of \$26,200,000, which will be located northeast of the intersection of State Road 32 and East Street in the City.

FINANCING AGREEMENT

BETWEEN

NEW AMBROSE, LLC

AND

CITY OF WESTFIELD, INDIANA

Dated as of _____ 1, 20__

Certain of the rights of the Issuer hereunder have been assigned to [Trustee] as trustee under a Trust Indenture dated as of the date hereof, from the Issuer.

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FINANCING AGREEMENT

This FINANCING AGREEMENT, dated as of _____ 1, 20__ (the “Financing Agreement”) between NEW AMBROSE, LLC, an Indiana limited liability company (the “Company”), and the CITY OF WESTFIELD, INDIANA (the “Issuer” or “City”), a municipal corporation duly organized and validly existing under the laws of the State of Indiana.

PRELIMINARY STATEMENT

WHEREAS, the City of Westfield Redevelopment Commission (the “Redevelopment Commission”) has established the Grand Junction Economic Development Area and, within such area, the Ambrose Allocation Area (the “Allocation Area”) located in the City of Westfield; and

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9 and 12, as supplemented and amended (collectively, the “Act”), authorizes and empowers the Issuer to issue revenue bonds and enter into agreements with companies to allow companies to construct economic development facilities and vests the Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, the Issuer, upon finding that the Projects (as hereinafter defined) and the proposed financing of the construction thereof will create additional employment opportunities in the City of Westfield; will benefit the health, safety, morals, and general welfare of the citizens of the City of Westfield and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Issuer intends to issue its Economic Development Tax Increment Revenue Bonds, Series 20__ (Ambrose on Main Project) in the aggregate principal amount of \$[XX,XXX,XXX] (the “Bonds”), pursuant to the Trust Indenture dated as of _____ 1, 20__ (the “Indenture”) between the Issuer and [Trustee], as trustee, and intends to provide the proceeds of the Bonds pursuant to the provisions of this Financing Agreement to the Company to finance the Projects; and

WHEREAS, this Financing Agreement provides for the use of the financing by the Company through the issuance by the Issuer of its Bonds; and

WHEREAS, pursuant to the Indenture, the Issuer will assign certain of its rights under this Financing Agreement, and the Bonds issued under the Indenture will be payable solely from the Pledged TIF Revenues (as hereinafter defined) of the Issuer’s Redevelopment Commission derived from the Allocation Area.

In consideration of the premises, the transfer of certain infrastructure to the Issuer, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Company and the Issuer hereby further covenant and agree as follows:

ARTICLE I

DEFINITIONS AND EXHIBITS

Section 1.1. Terms Defined. Capitalized terms used in this Financing Agreement that are not otherwise defined herein, shall have the meanings provided for such terms in the Indenture. As used in this Financing Agreement, the following terms shall have the following meanings unless the context clearly otherwise requires:

“Act” means, collectively, Indiana Code 36-7-11.9 and 36-7-12.

“Area” means the Grand Junction Economic Development Area.

“Allocation Area” means the Ambrose Allocation Area established as an allocation area by the Redevelopment Commission within the Area, all in accordance with IC 36-7-14-39 for the purposes of capturing incremental *ad valorem* real property taxes levied and collected in such allocation area.

“Allocation Fund” means the Ambrose Allocation Fund established under Indiana Code § 36-7-14 for the TIF Revenues collected in the Allocation Area.

“Bond Fund” means the Bond Fund established by Section 4.2 of the Indenture.

“Bondholder” or “owner of a Bond” or any similar term means the owner of a Bond.

“Bonds” means the Issuer’s Economic Development Tax Increment Revenue Bonds, Series 20__ (Ambrose on Main Project) and any additional series of bonds issued pursuant to the Ordinance.

“Company” means New Ambrose, LLC, or any successors thereto permitted under Section 7.4 hereof.

“Construction Fund” means the Construction Fund for the Bonds established in Section 4.4 of the Indenture.

“Government Obligations” means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the timely payment of the principal of and the interest on which are fully and unconditionally guaranteed by, the United States of America or any agency or instrumentally thereof when such obligations are backed by the full faith and credit of the United States of America.

“Indenture” means the Trust Indenture dated as of _____ 1, 20__ between the Issuer and [Trustee], as trustee, related to the Bonds.

“Issuer” means the City of Westfield, Indiana, a municipal corporation duly organized and validly existing under the laws of the State.

“Ordinance” means Ordinance No. 25-__ adopted by the Common Council of the Issuer on ____, 20__, authorizing the issuance of the Bonds in one or more series in an aggregate principal amount not to exceed \$_____.

“Plans and Specifications” means the plans and specifications for the Projects as provided to the Issuer.

“Pledged TIF Revenues” means one hundred percent (100%) of the TIF Revenues received by the Redevelopment Commission and deposited into the Allocation Fund in accordance with the terms of the Pledge Resolution.

“Pledge Resolution” means Resolution No. ____ adopted by the Redevelopment Commission on ____, 20__, irrevocably dedicating, pledging and assigning the Pledged TIF Revenues to the Issuer to pay debt service on the Bonds.

“Projects” means all or any portion of the design and construction of infrastructure improvements, including, but not limited to, land acquisition, storm water improvements, utilities relocation, streetscape and plaza improvements, general site improvements, parking costs and/or road, trail and sidewalk or other local public improvements (collectively the “Projects”), located in, physically connected to, or directly serving or benefitting the Allocation Area, to support a new mixed-use project in the Area consisting of a new four-story building with three floors of residential apartments, retail/restaurant space on the ground floor and more than 200 surface parking spaces, with a current estimated total development cost of \$26,200,000, which will be located northeast of the intersection of State Road 32 and East Street in the City.

“Qualified Investments” mean those investments in: (i) Governmental Obligations; (ii) other investments permitted by Indiana Code 5-13, as amended from time to time; (iii) money market funds (including any money market fund for which the Trustee or any affiliate of the Trustee provides services for a fee) the assets of which are obligations or, or guaranteed by, the United States of America and which funds are rated at the time of purchase “Aaa” or “Am-G” (or their equivalent) or higher by S&P; (iv) deposits constituting an obligation of a bank, as defined by the Indiana Banking Act, Indiana Code 28-2, as amended (including deposits offered by the Trustee and its affiliates), whose outstanding unsecured long-term issuer is rated at the time of deposit in any of the three highest rating categories by any rating agency; and (v) U.S. Dollar denominated deposit accounts, federal funds and banker’s acceptances with domestic banks whose short term certificates of deposit are rated on the date of the purchase in any of the three highest rating categories by any rating agency.

“Redevelopment Commission” means the City of Westfield Redevelopment Commission.

“State” means the State of Indiana.

“TIF Revenues” means one hundred percent (100%) of all property taxes derived each year from the assessed valuation of real property in the Allocation Area in excess of the base assessed valuation for the Allocation Area described in Indiana Code § 36-7-14-39(b)(1), as such

statutory provision exists on the date of execution of this Indenture, and deposited into the Allocation Fund.

“Trustee” means the trustee at the time serving as such under the Indenture.

Section 1.2. Rules of Interpretation. For all purposes of this Financing Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

(a) “This Financing Agreement” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Financing Agreement as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Indenture shall have the same meaning herein.

(f) The terms defined elsewhere in this Financing Agreement shall have the meanings therein prescribed for them.

(End of Article I)

ARTICLE II

REPRESENTATIONS; USE OF BOND PROCEEDS

Section 2.1. Representations by Issuer. Issuer represents and warrants that:

(a) Issuer is a municipal corporation organized and existing under the laws of the State. Under the provisions of the Act, Issuer is authorized to enter into the transactions contemplated by this Financing Agreement and to carry out its obligations hereunder. Issuer has been duly authorized to execute and deliver this Financing Agreement. Issuer agrees that it will do or cause to be done all things within its control and necessary to preserve and keep in full force and effect its existence.

(b) The Issuer shall issue its Bonds in the amount of \$[XX,XXX,XXX] to provide funds to the Company for the costs associated with the Projects, subject to the consideration of the execution and delivery of this Financing Agreement, all for the benefit of the holders of the Bonds, to retain employment opportunities in the City of Westfield, Indiana and to benefit the health and general welfare of the citizens of the City of Westfield and the State of Indiana, and to secure the Bonds by pledging certain of its rights and interest in this Financing Agreement to the Trustee.

Section 2.2. Representations by Company. Company represents and warrants that:

(a) It is [an _____ limited liability company] validly existing under the laws of the State of _____ [and authorized to do business in the State of Indiana], is not in violation of any laws in any manner material to its ability to perform its obligations under this Financing Agreement, has full power to enter into and by proper action has duly authorized the execution and delivery of this Financing Agreement.

(b) The provision of financial assistance to be made available to it under this Financing Agreement from the proceeds of the Bonds and the commitments therefor made by the Issuer have induced the Company to undertake the Projects and such project will preserve jobs and employment opportunities within the boundaries of the City of Westfield, Indiana.

(c) Neither the execution and delivery of this Financing Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Financing Agreement, conflicts with or results in a breach of the terms, conditions or provisions of the Company's Operating Agreement or any restriction or any agreement or instrument to which the Company is now a party or by which it is bound or to which any of its property or assets is subject or (except in such manner as will not materially impair the ability of the Company to perform its obligations hereunder) of any statute, order, rule or regulation of any court or governmental agency or body having jurisdiction over the Company or its property, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Company under the terms of any instrument or agreement, except as set forth in this Financing Agreement and the Indenture.

(d) There are no actions, suits or proceedings pending, or, to the knowledge of the Company, threatened, before any court, administrative agency or arbitrator which, individually or in the aggregate, might result in any material adverse change in the financial condition of the Company or might impair the ability of the Company to perform its obligations under this Financing Agreement.

(e) No event has occurred and is continuing which with the lapse of time or the giving of notice would constitute an event of default under this Financing Agreement.

(End of Article II)

ARTICLE III

PARTICULAR COVENANTS OF THE ISSUER AND COMPANY

Section 3.1. Consent to Assignments to Trustee. The Company acknowledges and consents to the pledge and assignment of the Issuer's rights hereunder to the Trustee pursuant to the Indenture and agrees that the Trustee may enforce the rights, remedies and privileges granted to the Issuer hereunder other than the rights of the Issuer to execute and deliver supplements and amendments to this Financing Agreement pursuant to Section 6.1 hereof and in addition to the rights retained by the Issuer pursuant to Section 4.1(c) hereof as well as those rights granted to the Issuer under Section 3.5 hereof and Section 6.7 of the Indenture.

Section 3.2. Payment of Principal and Interest. (a) In accordance with the Indenture, the Bonds are payable solely from the Pledged TIF Revenues derived from the Allocation Area.

(b) The Issuer covenants to collect and apply the Pledged TIF Revenues in the manner required by Article IV of the Indenture.

Section 3.3. Maintenance of Existence. The Company agrees that it will maintain its existence as a [limited liability company], will not dissolve or otherwise dispose of all or substantially all of its assets, and will not consolidate with or merge into another entity, or permit one or more other entities to consolidate or merge with it; provided, that the Company may, without violating the agreement contained in this Section, consolidate or merge with another entity, permit one or more other entities to consolidate or merge into it, or transfer to another entity organized under the laws of one of the states of the United States all or substantially all of its assets as an entirety and thereafter dissolve provided (a) the surviving, resulting or transferee entity, as the case may be, is organized under the laws of one of the states of the United States, and (b) such entity assumes in writing all of the obligations of the Company herein, including the obligations of the Company under this Financing Agreement.

Section 3.4. Company Duties Under Indenture. The Company agrees to perform all matters provided by the Indenture to be performed by the Company and to comply with all provisions of the Indenture applicable to the Company.

Section 3.5. Indemnity The Company will pay, and protect, indemnify and save the Issuer (including members, directors, officials, officers, agents, attorneys and employees thereof), the Bondholders and the Trustee harmless from and against, all liabilities, losses, damages, costs, expenses (including attorneys' fees and expenses of the Issuer and the Trustee), causes of action, suits, claims, demands and judgments of any nature arising from or relating to:

(a) Violation by the Company of any agreement or condition of this Financing Agreement;

(b) Violation of any contract, agreement or restriction by the Company relating to the Projects, or a part thereof;

(c) Violation of any law, ordinance or regulation by the Company in connection with the Projects, or a part thereof;

(d) Any act, failure to act or misrepresentation by the Company, or any of the Company's agents, contractors, servants, employees or licensees; and

(e) The provision of any information or certification furnished by the Company to the Bondholders in connection with the issuance and sale of the Bonds or the Projects.

The Company hereby further agrees to indemnify and hold harmless the Trustee from and against any and all costs, claims, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the gross negligence or willful misconduct of the Trustee, including the reasonable costs and expenses (including the reasonable fees and expenses of its counsel) of defending itself against any such claim or liability in connection with its exercise or performance of any of its duties hereunder and of enforcing this indemnification provision. The indemnifications set forth herein shall survive the termination of the Indenture and/or the resignation or removal of the Trustee for so long as the Bonds are outstanding.

The foregoing shall not be construed to prohibit the Company from pursuing its remedies against either the Issuer or the Trustee for damages to the Company resulting from personal injury or property damage caused by the intentional misrepresentation or misconduct of either the Issuer or the Trustee.

Section 3.6. Payment of Expenses of Issuance of Bonds. The Company shall pay or cause to be paid from the proceeds of the Bonds the costs of issuance of the Bonds.

Section 3.7. Completion and Use of Projects.

(a) Company agrees that it will, within _____ (___) months of the closing of the Bonds, make, execute, acknowledge and deliver any contracts, orders, receipts, writings and instructions with any other persons, firms or corporations and in general do all things reasonably within its power which may be requisite or proper, all for the acquisition, construction, equipping and improvement of the Projects in compliance with the Plans and Specifications and, upon completion, the Projects will be operated and maintained in such manner as reasonably possible so as to conform with all applicable zoning, planning, building, environmental and other applicable governmental regulations and so as to be consistent with the Act.

(b) The Issuer shall deposit all proceeds from the sale of the Bonds in the manner specified in Article III of the Indenture, and the Issuer shall maintain such proceeds in the manner specified in Article IV of the Indenture. Under the Indenture, the Trustee, on behalf of the Issuer, is authorized and directed to make payments from the Project Fund to pay for the costs of the Projects, or to reimburse Company for any costs of the Projects, and to pay or reimburse the costs of issuance for the Bonds. The Company agrees to direct such requisitions to

the Trustee as may be necessary to effect payments out of the Project Fund, as the case may be, for costs of the Projects in accordance with Section 4.4 of the Indenture and this Section 3.7.

(c) The Company shall provide a completion certificate with respect to the Projects in the manner provided in Section 4.4(d) of the Indenture and any moneys remaining in the Project Fund after completion of the Projects shall be transferred and applied in the manner therein provided.

Section 3.8. Other Amounts Payable by the Company. The Company covenants and agrees to pay the following, to the extent that such expenses are not included in the Bonds:

(a) All reasonable fees, charges and expenses, including agent and counsel fees and expenses, of the Trustee incurred under the Indenture, as and when the same become due to the extent TIF Revenues of the Redevelopment Commission are not available.

(b) An amount sufficient to reimburse the Issuer for all expenses reasonably incurred by the Issuer under this Financing Agreement and in connection with the performance of its obligations under this Financing Agreement or the Indenture.

(c) All reasonable expenses incurred in connection with the enforcement of any rights under this Financing Agreement or the Indenture by the Issuer, the Trustee or the Bondholders.

(d) All other payments of whatever nature which the Company has agreed to pay or assume under the provisions of the Financing Agreement.

Notwithstanding anything in this Section 3.8 to the contrary, the Company may, without creating an event of default as herein defined, after making the payments required by this Section 3.8, contest in good faith the necessity for any such services, fees, charges or expenses of the Issuer or the Trustee.

(End of Article III)

ARTICLE IV

EVENTS OF DEFAULT AND REMEDIES THEREFOR

Section 4.1. Events of Default.

(a) It shall be an Event of Default upon the failure of the Company to perform any covenant, condition or provision hereof and to remedy such default within 30 days after written notice thereof from the Trustee to the Company.

(b) During the occurrence and continuance of any Event of Default hereunder, the Trustee, as assignee of the Issuer pursuant to the Indenture, and in addition to the rights retained by the Issuer as provided in Section 4.1(c) hereof, on behalf of any unpaid Bondholders shall have the rights and remedies hereinafter set forth, in addition to any other remedies herein or by law provided. The Trustee, personally or by attorney, may in its discretion, proceed to protect and enforce its rights by a suit or suits in equity or at law, whether for damages or for the specific performance of any covenant or agreement contained in this Financing Agreement or in aid of the execution of any power herein granted, or for the enforcement of any other appropriate legal or equitable remedy, as the Trustee shall deem most effectual to protect and enforce any of its rights or duties hereunder. If after any Event of Default occurs and prior to the Trustee exercising any of the remedies provided in this Financing Agreement, the Company will have completely cured such Event of Default, and shall have provided the Trustee with evidence thereof to the reasonable satisfaction of the Trustee, then in every case such Event of Default will be waived, rescinded and annulled by the Trustee by written notice given to the Company. No such waiver, annulment or rescission will affect any subsequent default or impair any right or remedy consequent thereon.

(c) Notwithstanding anything herein to the contrary, during the occurrence and continuance of an Event of Default by the Company arising from a breach of representations as set forth in Section 2.2 hereof, or a breach of the covenants of the Company set forth in Section 3.7 or 3.8 hereof, the Issuer may in its discretion, proceed to protect and enforce its rights under this Agreement by a suit or suits in equity or at law, whether for damages or for the specific performance, including the recovery of reasonable attorney's fees.

Section 4.2. Remedies Cumulative. No remedy herein conferred upon or reserved to the Trustee or Issuer is intended to be exclusive of any other remedy or remedies, and each and every such remedy shall be cumulative, and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 4.3. Delay or Omission Not a Waiver. No delay or omission of the Trustee or Issuer to exercise any right or power accruing upon any Event of Default shall impair any such right or power, or shall be construed to be a waiver of any such Event of Default or an acquiescence therein; and every power and remedy given by this Financing Agreement to the Trustee and Issuer may be exercised from time to time and as often as may be deemed expedient by the Trustee or Issuer, as the case may be.

(End of Article IV)

ARTICLE V

IMMUNITY

Section 5.1. Extent of Covenants of the Issuer; No Personal Liability. No recourse shall be had for the payment of the principal of or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement contained in the Bonds, the Indenture or this Financing Agreement against any past, present or future member, director, officer, agent, attorney or employee of the Issuer, or any incorporator, member, director, officer, employee, agent, attorney or trustee of any successor thereto, as such, either directly or through the Issuer or any successor thereto, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, director, officer, employee, agent, attorney or trustee as such is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture and this Financing Agreement (and any other agreement entered into by the Issuer with respect thereto) and the issuance of the Bonds.

Section 5.2. Liability of Issuer. Any and all obligations of the Issuer under this Financing Agreement are special, limited obligations of the Issuer, payable solely out of the Pledged TIF Revenues and as otherwise provided under the Indenture. The obligations of the Issuer hereunder shall not be deemed to constitute an indebtedness or an obligation of the Issuer, the State or any political subdivision or taxing authority thereof within the purview of any constitution limitation or provision, or a pledge of the faith and credit or a charge against the credit or general taxing powers, if any, of the Issuer, the State or any political subdivision or taxing authority thereof.

(End of Article V)

ARTICLE VI

SUPPLEMENTS AND AMENDMENTS TO THIS FINANCING AGREEMENT

Section 6.1. Supplements and Amendments to this Financing Agreement. Subject to the provisions of Article X of the Indenture, the Company and the Issuer may from time to time enter into such supplements and amendments to this Financing Agreement as to them may seem necessary or desirable to effectuate the purposes or intent hereof.

(End of Article VI)

ARTICLE VII

MISCELLANEOUS PROVISIONS

Section 7.1. Financing Agreement for Benefit of Parties Hereto. Nothing in this Financing Agreement, express or implied, is intended or shall be construed to confer upon, or to give to, any person other than the parties hereto, their successors and assigns, any right, remedy or claim under or by reason of this Financing Agreement or any covenant, condition or stipulation hereof; and the covenants, stipulations and agreements in this Financing Agreement contained are and shall be for the sole and exclusive benefit of the parties hereto, their successors and assigns, and the Trustee.

Section 7.2. Severability. In case any one or more of the provisions contained in this Financing Agreement shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby.

Section 7.3. Addresses for Notice and Demands. All notices, demands, certificates or other communications hereunder shall be sufficiently given when received or your first refusal thereof and mailed by registered or certified mail, postage prepaid, or sent by nationally recognized overnight courier with proper address as indicated below. The Issuer, the Company and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Financing Agreement. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as follows:

To the Issuer: City of Westfield, Indiana
 Attention: Mayor
 2728 E. 171st Street
 Westfield, IN 46074

To the Company: New Ambrose, LLC
 Attention: _____

To the Trustee: [Trustee]

Section 7.4. Successors and Assigns. Whenever in this Financing Agreement any of the parties hereto is named or referred to, the successors and assigns of such party shall be deemed to be included and all the covenants, promises and agreements in this Financing Agreement contained by or on behalf of the Company, or by or on behalf of the Issuer, shall bind and inure

to the benefit of the respective successors and assigns, whether so expressed or not. Provided, however, the Company may not assign its rights or obligations under this Financing Agreement to any party other than an affiliate of the Company without the consent of the Issuer.

Section 7.5. Counterparts. This Financing Agreement is being executed in any number of counterparts, each of which is an original and all of which are identical. Each counterpart of this Financing Agreement is to be deemed an original hereof and all counterparts collectively are to be deemed but one instrument.

Section 7.6. Governing Law. It is the intention of the parties hereto that this Financing Agreement and the rights and obligations of the parties hereunder shall be governed by and construed and enforced in accordance with, the laws of Indiana.

(End of Article IX)

IN WITNESS WHEREOF, the Issuer and the Company have caused this Financing Agreement to be executed in their respective names as of the date first above written.

“THE COMPANY”

New Ambrose, LLC, an Indiana limited liability company

By: _____

Printed: _____

Title: _____

“THE ISSUER”

CITY OF WESTFIELD, INDIANA

Mayor

Attest:

Clerk

**[SIGNATURE PAGE OF THE FINANCING AGREEMENT
BETWEEN NEW AMBROSE, LLC AND THE CITY OF WESTFIELD, INDIANA]**

TRUST INDENTURE

BETWEEN

CITY OF WESTFIELD, INDIANA

AND

**[TRUSTEE],
Indianapolis, Indiana
As Trustee**

\$(XX,XXX,XXX)

**CITY OF WESTFIELD, INDIANA
ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 20____
(AMBROSE ON MAIN PROJECT)**

Dated as of _____ 1, 20____

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TRUST INDENTURE

THIS TRUST INDENTURE dated as of the ____ day of _____, 20____, by and between the CITY OF WESTFIELD, INDIANA (“Issuer”), a municipal corporation duly organized and existing under the laws of the State of Indiana and [TRUSTEE], a [national banking association duly organized, existing and authorized to accept and execute trusts of the character herein set out under the laws of the United States of America with its Indiana corporate trust office in the City of Indianapolis, Indiana], as Trustee (“Trustee”);

WITNESSETH:

WHEREAS, Indiana Code, Title 36, Article 7, Chapters 11.9, 12, 14 and 25 (collectively, “Act”), authorize and empower the Issuer to issue revenue bonds and to provide the proceeds therefrom for the purpose of financing economic development facilities and vests such Issuer with powers that may be necessary to enable it to accomplish such purposes; and

WHEREAS, in accordance with the provisions of the Act, the Issuer has induced New Ambrose, LLC (the “Company”), to proceed with the construction of the projects described in Exhibit A attached hereto (the “Projects”) in the jurisdiction of the Issuer by offering to issue its Economic Development Tax Increment Revenue Bonds, Series 20____ (Ambrose on Main Project) in the aggregate principal amount of \$[XX,XXX,XXX] (“Series 20__ Bonds”) pursuant to this Trust Indenture and to provide the proceeds thereof to the Company pursuant to the Financing Agreement, dated as of _____ 1, 20____ (“Financing Agreement”) for the purpose of paying certain costs of the Projects[, including capitalized interest on the Series 20__ Bonds]; and

WHEREAS, the execution and delivery of this Indenture and the issuance of revenue bonds under the Act as herein provided have been in all respects duly and validly authorized by proceedings duly passed on and approved by the Issuer; and

WHEREAS, after giving notice in accordance with the Act and IC 5-3-1-4, the Issuer held a public hearing, and upon finding that the Projects and the proposed financing thereof will create additional employment opportunities in the City of Westfield; will benefit the health, safety, morals, and general welfare of the citizens of the Issuer and the State of Indiana; and will comply with the purposes and provisions of the Act, adopted an ordinance approving the proposed financing; and

WHEREAS, the Act provides that such bonds may be secured by a trust indenture between the Issuer and a corporate trustee; and

WHEREAS, the execution and delivery of this Trust Indenture (“Indenture”), and the issuance of the Series 20__ Bonds hereunder have been in all respects duly and validly authorized by an ordinance duly passed and approved by the Issuer (the “Ordinance”); and

WHEREAS, Indiana Code, Title 36, Article 7, Chapter 14 provides that a redevelopment commission of the Issuer may pledge certain incremental property taxes to pay, in whole or in part, amounts due on the Series 20__ Bonds; and

WHEREAS, the Westfield Redevelopment Commission has, by resolution, irrevocably dedicated and pledged to the Issuer the Pledged TIF Revenues (as hereinafter defined) to pay the Series 20__ Bonds; and

WHEREAS, the Series 20__ Bonds and the Trustee's certificate of authentication to be endorsed thereon are all to be in substantially the following forms, and any Additional Bonds and Trustee's certificate of authentication are also to be in substantially the following forms (except as to redemption, sinking fund and other provisions peculiar to such Additional Bonds), with necessary and appropriate variations, omissions and insertions as permitted or required by this Indenture, to-wit:

(Form of Series 20__ Bond)

R - __

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF HAMILTON

CITY OF WESTFIELD, INDIANA

ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BOND, SERIES 20__
(AMBROSE ON MAIN PROJECT)

MATURITY DATES	INTEREST RATE	ORIGINAL DATE	AUTHENTICATION DATE
As set forth in <u>Exhibit A</u>	_____%	_____, 20__	_____, 20__

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS (\$[XX,XXX,XXX])

The City of Westfield, Indiana ("Issuer"), a municipal corporation duly organized and existing under the laws of the State of Indiana, for value received, hereby promises to pay in lawful money of the United States of America to the Registered Owner listed above, but solely from available amounts held in the Trust Estate (including TIF Revenues) hereinafter referred to pledged and assigned for the payment hereof, the Principal Amount set forth above or such lesser amount as has been advanced and remains unpaid on the Maturity Dates specified on Exhibit A, unless this Series 20__ Bond shall have previously been called for redemption and payment of the redemption price made or provided for or unless payments shall be accelerated as provided in the Indenture, and to pay interest thereon until the Principal Amount shall be fully paid at the Interest Rate stated above on the unpaid principal amount hereof in like money, but solely from those payments, payable on _____ 1, 20__, and on each February 1 and August 1 thereafter ("Interest Payment Dates") until the unpaid Principal Amount advanced is paid in full.

The unpaid principal amount of this Series 20__ Bond shall be the total amounts advanced by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Exhibit B hereto. The aggregate amount of advances made under this Series 20__ Bond may not exceed \$[XX,XXX,XXX], and the final advance may not occur

after February 1, 20___. The principal amounts advanced shall be evidenced by the execution by the Clerk-Treasurer of the City of a Disbursement Request in form and substance satisfactory to the Registered Owner.

Interest on this bond shall be payable from the interest payment date to which interest has been paid next preceding the Authentication Date of this bond unless this bond is authenticated after the fifteenth day of the month immediately preceding the interest payment date (the "Record Date") and on or before such interest payment date in which case it shall bear interest from such interest payment date, or unless this bond is authenticated on or before _____ 15, 20___, in which case it shall bear interest from the Original Date, which interest is payable semi-annually on February 1 and August 1 of each year, beginning on _____ 1, 20___. Interest shall be calculated on the basis of a 360-day year comprised of twelve 30-day months.

The principal and premium, if any, of this Series 20__ Bond are payable at the corporate trust operations office of [Trustee], as Trustee, in the Indianapolis, Indiana, or at the principal office of any successor trustee or paying agent, or, if payment is made to a depository, by wire transfer of immediately available funds on the payment date. All payments of interest hereon will be made by the Trustee by check mailed on each Interest Payment Date to the Registered Owner hereof at the address shown on the registration books of the Trustee as maintained by the Trustee, as registrar, determined on the Record Date next preceding such Interest Payment Date, or, if payment is made to a depository, by wire transfer of immediately available funds on the Interest Payment Date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Trustee shall wire transfer payments so such payments are received at the depository by 2:30 p.m. (New York City time). [This Series 20__ Bond only needs to be presented for payment of principal and premium upon redemption in full or final maturity.]

This Series 20__ Bond is the only one of the Issuer's Economic Development Tax Increment Revenue Bonds, Series 20_____ (Ambrose on Main Project) (hereinbefore and hereinafter the "Series 20__ Bonds") which are being issued under the hereinafter described Indenture in the aggregate principal amount of \$[XX,XXX,XXX]. The Series 20__ Bonds are being issued for the purpose of providing funds to finance the construction of certain infrastructure and related improvements ("Projects") located in or directly serving and benefiting the Grand Junction Economic Development Area in the City of Westfield, Indiana, to be constructed by New Ambrose, LLC ("Company"), by providing such funds to the Company pursuant to the Financing Agreement dated as of _____ 1, 20___ ("Financing Agreement") between the Company and the Issuer. Except as otherwise provided in Section 2.2 of the Indenture, each Series 20__ Bond will be payable on parity with all other Series 20__ Bonds.

The Series 20__ Bonds are issued under and entitled to the security of a Trust Indenture dated as of _____ 1, 20___ ("Indenture") duly executed and delivered by the Issuer to [Trustee], as Trustee (the term "Trustee" where used herein referring to the Trustee or its successors), pursuant to which Indenture, the Trust Estate including the Pledged TIF Revenues (each as defined in the Indenture) and all rights of the Issuer under the Financing Agreement, except certain rights to payment for expenses, indemnity rights and rights to perform certain

discretionary acts as set forth in the Financing Agreement, are pledged and assigned by the Issuer to the Trustee as security for the Series 20__ Bonds.

THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS SERIES 20__ BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE INDENTURE AND THIS SERIES 20__ BOND AND ACKNOWLEDGES THAT:

1. It is an “accredited investor” (as defined in Rule 501(a)(8) under the Securities Act of 1933, as amended (“1933 Act”)), purchasing bonds for its own account, and it is acquiring the Series 20__ Bonds for investment purposes and not with a view to, or for offer or sale in connection with, any distribution in violation of the 1933 Act. It has such knowledge and experience in financial and business matters as to be capable of evaluating the merits and risk of its investment in the Series 20__ Bonds, and it, and any investor accounts for which it is acting are able to bear the economic risk of their or its investment for an indefinite period of time. It confirms that neither the Issuer nor any person acting on its behalf has offered to sell the Series 20__ Bonds by, and that it has not been made aware of the offering of the Series 20__ Bonds by, any form of general solicitation or general advertising, including, but not limited to, any advertisement, article, notice or other communication published in any newspaper, magazine or similar media or a broadcast over television or radio.

2. It is familiar with the Issuer and the Company; it has received such information concerning the Issuer and the Company, the Series 20__ Bonds and the Trust Estate including the Pledged TIF Revenues (as defined in the Indenture), as it deems to be necessary in connection with investment in the Series 20__ Bonds. It has received, read and commented upon copies of the Indenture and the Financing Agreement. Prior to the purchase of the Series 20__ Bonds, it has been provided with the opportunity to ask questions of and receive answers from the representatives of the Issuer and the Company concerning the terms and conditions of the Series 20__ Bonds, the tax status of the Series 20__ Bonds, legal opinions and enforceability of remedies, the security therefor, and property tax reform, and to obtain any additional information needed in order to verify the accuracy of the information obtained to the extent that the Issuer and the Company possess such information or can acquire it without unreasonable effort or expense. It is not relying on Barnes & Thornburg LLP or Bondry Management Consultants, LLC for information concerning the financial status of the Issuer and the Company or the ability of the Issuer and the Company to honor their respective financial obligations or other covenants under the Series 20__ Bonds, the Indenture or the Financing Agreement. It understands that the projection of TIF Revenues prepared in connection with the issuance of the Series 20__ Bonds has been based on estimates of the investment in real property provided by the Company.

3. It is acquiring the Series 20__ Bonds for its own account with no present intent to resell; and will not sell, convey, pledge or otherwise transfer the Series 20__ Bonds to an entity that is not an accredited investor without prior compliance with applicable registration and disclosure requirements of state and federal securities laws.

4. It understands that the Series 20__ Bonds have not been registered under the 1933 Act and, unless so registered, may not be sold to an entity that is not an accredited investor without registration under the 1933 Act or an exemption therefrom. It is aware that it may transfer or sell the Series 20__ Bonds to an entity that is not an accredited investor only if the

Trustee shall first have received (i) a satisfactory opinion of counsel that the sale or transfer will not violate the 1933 Act, the Securities Exchange Act of 1934 and the Investment Company Act of 1940 and regulations issued pursuant to such Acts, or (ii) a no-action letter of the staff of the Securities and Exchange Commission that the staff will recommend that no action be taken with respect to such sale or transfer, or (iii) a certificate stating that it reasonably believes that the transferee is a “Qualified Institutional Buyer” within the meaning of Section (a) of Rule 144A (“Rule 144A”) promulgated by the Securities and Exchange Commission pursuant to the 1933 Act and has informed the transferee of the transfer restrictions applicable to the Series 20__ Bonds and that the transferor may be relying upon Rule 144A with respect to the transfer of the Series 20__ Bonds.

5. It understands that the sale or transfer of the Series 20__ Bonds in principal amounts less than \$100,000 to an entity that is not an accredited investor is prohibited other than through a primary offering.

6. It has investigated the security for the Series 20__ Bonds, including the availability of the Trust Estate including the Pledged TIF Revenues to its satisfaction, and it understands that the Series 20__ Bonds are payable from the available Trust Estate including the Pledged TIF Revenues. It further understands that the Issuer does not have the power or the authority to levy a tax to pay the principal of or interest on the Series 20__ Bonds.

It is provided in the Indenture that the Issuer may hereafter issue Additional Bonds (as defined in the Indenture) from time to time under certain terms and conditions contained therein (such Additional Bonds and the Series 20__ Bonds are hereinafter collectively referred to as the “Bonds”). Reference is made to the Indenture and to all indentures supplemental thereto and to the Financing Agreement for a description of the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee, the rights of the holders of the Bonds, the issuance of Additional Bonds and the terms on which the Bonds are or may be issued and secured, and to all the provisions of which the holder hereof by the acceptance of this Series 20__ Bond assents.

The Series 20__ Bonds are issuable in registered form without coupons in the denominations of \$100,000 and any \$1.00 integral multiples thereafter. The sale or transfer of this Series 20__ Bond in principal amounts of less than \$100,000 is prohibited to an entity that is not an accredited investor other than through a primary offering. This Series 20__ Bond is transferable by the registered holder hereof in person or by its attorney duly authorized in writing at the corporate trust operations office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture and upon surrender and cancellation of this Series 20__ Bond. Upon such transfer a new registered Bond will be issued to the transferee in exchange therefor.

The Issuer, the Trustee and the Paying Agent may deem and treat the Registered Owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and premium, if any, hereon and interest due hereon and for all other purposes and neither the Issuer nor the Trustee nor the Paying Agent shall be affected by any notice to the contrary.

If sufficient funds are on deposit in the Bond Fund, the Series 20__ Bonds shall be subject to redemption prior to maturity at the option of the Issuer on any date, upon thirty (30) days' notice, in whole or in part in such order of maturity as the Issuer shall direct and by lot within maturities on any date, from any moneys made available for that purpose, at face value and without premium, plus in each case accrued interest to the date fixed for redemption.

If any of the Series 20__ Bonds are called for redemption as aforesaid, notice thereof identifying the Series 20__ Bonds to be redeemed will be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the Registered Owner of the Series 20__ Bonds to be redeemed at the address shown on the registration books; provided, however, that failure to give such notice by mailing, or any defect therein with respect to any registered Series 20__ Bond, shall not affect the validity of any proceedings for the redemption of other Series 20__ Bonds.

All Series 20__ Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and shall no longer be protected by the Indenture and shall not be deemed to be outstanding under the provisions of the Indenture.

This Series 20__ Bond is transferable by the Registered Owner hereof at the principal corporate trust office of the Trustee upon surrender and cancellation of this Series 20__ Bond and on presentation of a duly executed written instrument of transfer and thereupon a new Series 20__ Bond or Series 20__ Bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor.

The Series 20__ Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Series 20__ Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and payable solely and only from the trust estate consisting of funds and accounts held under the Indenture and the Pledged TIF Revenues pledged and assigned for their payment in accordance with the Indenture ("Trust Estate"). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on this Series 20__ Bond. The Series 20__ Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Series 20__ Bonds. No covenant or agreement contained in the Series 20__ Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Westfield Economic Development Commission ("Commission"), the Issuer or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, Commission, the Issuer nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer executing the Series 20__

Bonds shall be liable personally on the Series 20__ Bonds or be subject to any personal liability or accountability by reason of the issuance of the Series 20__ Bonds.

The holder of this Series 20__ Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all the Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications or alterations of the Indenture, or of any supplements thereto, may be made to the extent and in the circumstances permitted by the Indenture. The Issuer's obligation to pay TIF Revenues shall not be subject to acceleration.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the laws of the State of Indiana and under the Indenture precedent to and in the issuance of this Series 20__ Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Series 20__ Bond have been duly authorized by the Issuer.

This Series 20__ Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, the City of Westfield, Indiana, in Hamilton County, has caused this Series 20__ Bond to be executed in its name and on its behalf by the manual or facsimile signature of its Mayor and its corporate seal to be hereunto affixed manually or by facsimile and attested to by the manual or facsimile signature of its Clerk all as of the Original Date.

CITY OF WESTFIELD, INDIANA

By: _____
Mayor

(SEAL)

Attest:

Clerk

(FORM OF TRUSTEE'S CERTIFICATE OF AUTHENTICATION)

This Series 20__ Bond is one of the Series 20__ Bonds described in the within mentioned Trust Indenture.

[TRUSTEE], Trustee

By: _____
Authorized Signatory

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ (Please Print or Typewrite Name and Address) the within Series 20__ Bond and all rights, title and interest thereon, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Series 20__ Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

NOTICE: The signature of this assignment must correspond with the name of the registered owner as it appears upon the face of the within Series 20__ Bond in every particular, without alteration or enlargement or any change whatever.

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN. COM. as tenants in common

TEN. ENT. as tenants by the entireties

JT. TEN. as joint tenants with right of survivorship and not as tenants in common

UNIF. TRANS.
MIN. ACT _____ Custodian _____
(Cust.) (Minor)

under Uniform Transfers to Minors Act of

(State)

Additional abbreviations may also be used though not in the above list.

Exhibit A

Maturity Date

Amount

Exhibit B

**SCHEDULE OF OUTSTANDING BALANCE OF
CITY OF WESTFIELD, INDIANA ECONOMIC DEVELOPMENT
TAX INCREMENT REVENUE BOND, SERIES 20__
(AMBROSE ON MAIN PROJECT)**

<u>Date</u>	<u>Amount Advance</u>	<u>Amount of Payment</u>	<u>Outstanding Balance</u>	<u>Acknowledgment of City</u>	<u>Acknowledgment of Trustee</u>
-------------	---------------------------	------------------------------	--------------------------------	-----------------------------------	--------------------------------------

(End of Bond Form)

NOW, THEREFORE, THIS INDENTURE WITNESSETH: That in order to secure the payment of the principal of and interest and premium, if any, on the Bonds to be issued under this Indenture according to their tenor, purport and effect, and in order to secure the performance and observance of all the covenants and conditions herein and in the Bonds contained, and in

order to declare the terms and conditions upon which the Bonds are issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become holders thereof, and for and in consideration of the mutual covenants herein contained, of the acceptance by the Trustee of the trust hereby created, and of the purchase and acceptance of the Bonds by the holders or obligees thereof, the Issuer has executed and delivered this Indenture, and by these presents does hereby convey, grant, assign, pledge and grant a security interest in, unto the Trustee, its successor or successors and its or their assigns forever, with power of sale, all and singular, the property hereinafter described ("Trust Estate"):

GRANTING CLAUSE

All right, title and interest of the Issuer in and to the Pledged TIF Revenues, subject to Section 7.2(b) hereof (such pledge to be effective as set forth in IC 5-1-14-4 and IC 36-7-14-39 without filing or recording of this Indenture or any other instrument), the Financing Agreement (except the rights reserved to the Issuer) and all moneys and the Qualified Investments held by the Trustee from time to time in the Funds and Accounts created hereunder;

TO HAVE AND TO HOLD the same unto the Trustee, and its successor or successors and its or their assigns forever;

IN TRUST, NEVERTHELESS, upon the terms and trusts herein set forth, to secure the payment of the Bonds to be issued hereunder, and premium, if any, payable upon redemption or prepayment thereof, and the interest payable thereon, and to secure also the observance and performance of all the terms, provisions, covenants and conditions of this Indenture, and for the benefit and security of all and singular the holders of all Bonds issued hereunder, and it is hereby mutually covenanted and agreed that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the holders thereof, and the trusts and conditions upon which the pledged moneys and revenues are to be held and disbursed, are as follows:

ARTICLE I.

DEFINITIONS

Section 1.1. Terms Defined. In addition to the words and terms elsewhere defined in this Indenture, the following words and terms as used in this Indenture shall have the following meanings unless the context or use indicates another or different meaning or intent:

"Additional Bonds" shall have the meaning assigned in Section 2.8 of this Indenture.

"Annual Fees" means annual Trustee Fees and any other ongoing fees relating to payment of debt service on the Series 20__ Bonds.

"Allocation Area" means the Ambrose Main Allocation Area created within the Grand Junction Economic Development Area, as such allocation area may be expanded from time to time.

“Allocation Fund” means the Ambrose Allocation Fund established under Indiana Code § 36-7-14 for the TIF Revenues collected in the Allocation Area.

“Authorized Representative” means any officer of the Company as evidenced by written certificate furnished to the Trustee containing the specimen signature of such person and signed on behalf of the Company by its President.

“Bonds” means any Bonds issued pursuant to this Indenture, including the Series 20__ Bonds and any Additional Bonds.

“Business Day” means a day on which the office of the Trustee is open for business.

“Clerk-Treasurer” means the Clerk-Treasurer of the City.

“Company” means New Ambrose, LLC, or its permitted successor or assign, as more fully provided in the Financing Agreement.

“Costs of Construction” means the following categorical costs of providing for an “economic development project” as defined and set forth in the Act:

(i) the “Bond Issuance Costs”, namely the costs, fees and expenses incurred or to be incurred by the Issuer and the Company in connection with the issuance and sale of the Series 20__ Bonds, including placement or other financing fees (including applicable counsel fees), the fees and disbursements of bond counsel, fees of the Issuer’s financial advisor, the acceptance fee and first year annual administration fee of the Trustee, application fees and expenses, publication costs, the filing and recording fees in connection with any filings or recording necessary under the Indenture or to perfect the lien thereof, the out-of-pocket costs of the Issuer, the fees and disbursements of counsel to the Company, the fees and disbursements of the Company’s accountants and advisers, the fees and disbursements of counsel to the Issuer, the fees and disbursements of counsel to the purchaser of the Bonds, the costs of preparing or printing the Series 20__ Bonds and the documentation supporting the issuance of the Series 20__ Bonds, the costs of reproducing documents, and any other costs of a similar nature reasonably incurred;

(ii) the “Capitalized Interest Costs”, namely a portion of the interest on the Series 20__ Bonds from the date of their original delivery through and including _____ 1, 20__;

(iii) the cost of insurance of all kinds that may be required or necessary in connection with the construction of the Projects;

(iv) all costs and expenses which Issuer or Company shall be required to pay, under the terms of any contract or contracts (including the architectural and engineering, development, and legal services with respect thereto), for the construction of the Projects; and

(v) any sums required to reimburse Issuer or Company for advances made by either of them subsequent to the date of inducement by the Issuer for any of the above

items or for any other costs incurred and for work done by either of them which are properly chargeable to the Projects.

“Event of Default” means those events of default specified in and defined by Section 7.1 hereof.

“Financing Agreement” means the Financing Agreement, dated as of _____ 1, 20____, between the Company and the Issuer and all amendments and supplements thereto.

“Fiscal Year” shall mean a period of twelve consecutive months constituting the fiscal year of the Company commencing on the first day of January of any year and ending on the last day of December of such year, both inclusive, or such other period as hereafter may be established from time to time for budgeting and accounting purposes by the Company or by the governing body of any successor entity to the Company.

“Indenture” means this instrument as originally executed or as it may from time to time be amended or supplemented pursuant to Article IX.

“Interest Payment Date” on the Series 20__ Bonds means each February 1 and August 1, commencing _____ 1, 20____.

“Interest Period” has the meaning set forth in the form of Series 20__ Bond set forth in the recitals to this Indenture.

“Issuer” means the City of Westfield, Indiana, a municipal corporation organized and validly existing under the laws of the State of Indiana or any successor to its rights and obligations under the Financing Agreement and the Indenture.

“Opinion of Counsel” shall mean an opinion in writing signed by legal counsel who may be an employee of or counsel to the Company.

“Ordinance” means Ordinance No. 25-__ adopted by the Common Council of the Issuer on _____, 20__ authorizing the issuance of the Bonds in or more series in the aggregate principal amount not to exceed \$_____.

“Outstanding” or “Bonds outstanding” means all Bonds which have been duly authenticated, and delivered by the Trustee under this Indenture, except:

(b) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(c) Bonds for the redemption of which cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds); provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee, shall have been filed with the Trustee; and

(d) Bonds in lieu of which others have been authenticated under Section 2.9.

“Paying Agent” means [Trustee], in its capacity as paying agent hereunder, and any successor paying agent or co-paying agent.

“Pledged TIF Revenues” means one hundred percent (100%) of the TIF Revenues received by the Redevelopment Commission and deposited into the Allocation Fund in accordance with the terms of the Pledge Resolution.

“Pledge Resolution” means Resolution No. _____ adopted by the Redevelopment Commission on _____, 20__, irrevocably dedicating, pledging and assigning the Pledged TIF Revenues to the Issuer to pay debt service on the Bonds.

“Qualified Investments” shall have the meaning assigned in the Financing Agreement.

“Record Date” means the fifteenth day of the month immediately preceding any Interest Payment Date.

“Redevelopment Commission” means the City of Westfield Redevelopment Commission.

“Requisite Bondholders” means the holders of a majority in aggregate principal amount of Bonds.

“Series 20__ Bonds” means the City of Westfield, Indiana Economic Development Tax Increment Revenue Bonds, Series 20_____ (Ambrose on Main Project) in the aggregate principal amount of \$[XX,XXX,XXX].

“TIF Revenues” means one hundred percent (100%) of all property taxes derived each year from the assessed valuation of real property in the Allocation Area in excess of the base assessed valuation for the Allocation Area described in Indiana Code § 36-7-14-39(b)(1), as such statutory provision exists on the date of execution of this Indenture, and deposited into the Allocation Fund.

“Trust Estate” means the funds and accounts created hereunder and includes the Pledged TIF Revenues and other assets described in the Granting Clauses of this Indenture.

“Trustee” means [Trustee], Indianapolis, Indiana, in its capacity as trustee hereunder, the party of the second part hereto, and any successor trustee or co-trustee.

Section 1.2. Rules of Interpretation. For all purposes of this Indenture, except as otherwise expressly provided or unless the context otherwise requires:

(a) “This Indenture” means this instrument as originally executed and as it may from time to time be supplemented or amended pursuant to the applicable provisions hereof.

(b) All references in this instrument to designated “Articles,” “Sections” and other subdivisions are to the designated Articles, Sections and other subdivisions of this instrument as

originally executed. The words “herein,” “hereof” and “hereunder” and other words of similar import refer to this Indenture as a whole and not to any particular Article, Section or other subdivision.

(c) The terms defined in this Article have the meanings assigned to them in this Article and include the plural as well as the singular and the singular as well as the plural.

(d) All accounting terms not otherwise defined herein have the meanings assigned to them in accordance with generally accepted accounting principles as consistently applied.

(e) Any terms not defined herein but defined in the Financing Agreement shall have the same meaning herein.

(f) The terms defined elsewhere in this Indenture shall have the meanings therein prescribed for them.

Section 1.3. Exhibits. The following Exhibits are attached to and by reference made a part of this Indenture:

Exhibit A: Description of Projects

(End of Article I)

ARTICLE II.

THE BONDS

Section 2.1. Authorized Amount of Series 20__ Bonds. No Bonds may be issued under the provisions of this Indenture except in accordance with this Article. The principal amount of the Series 20__ Bonds (other than Bonds issued in substitution therefor pursuant to Section 2.8 hereof) that may be issued is hereby expressly limited to \$[XX,XXX,XXX]. Additional Bonds may be issued as provided in Section 2.8 hereof.

Section 2.2. Issuance of Series 20__ Bonds. The Series 20__ Bonds shall be designated “City of Westfield, Indiana Economic Development Tax Increment Revenue Bonds, Series 20____ (Ambrose on Main Project).” The Series 20__ Bonds shall be originally issuable as fully registered Bonds without coupons in denominations of \$100,000 and any \$1.00 integral multiples thereafter and shall be lettered and numbered R-1 and upward. Interest on the Series 20__ Bonds shall be paid to the owners of such Bonds determined as of the close of business of the Record Date next preceding each Interest Payment Date at the registered addresses of such owners as they shall appear on the registration books of the Trustee notwithstanding the cancellation of any such Bonds upon any exchange or transfer thereof subsequent to the Record Date and prior to such Interest Payment Date, except that, if and to the extent that there shall be a default in the payment of the interest due on such interest payment date, such defaulted interest shall be paid to the owners in whose name any such Bonds (or any Bond issued upon transfer or exchange thereof) are registered at the close of business of the Special Record Date (defined below) next preceding the date of payment of such defaulted interest. Payment of interest to all Bondholders shall be by check drawn on the main office of the Paying Agent and mailed to such Bondholder on each Interest Payment Date. The “Special Record Date” shall be the date established by the Trustee for the payment of defaulted interest. The Series 20__ Bonds shall be dated as of the date of their delivery. Interest shall be computed on the basis of a 360 day year consisting of twelve 30-day months. The interest on the Series 20__ Bonds shall be payable on each February 1 and August 1, commencing on _____ 1, 20____.

Principal on the Series 20__ Bond shall be advanced from time to time by the Registered Owner upon request of the Issuer. The unpaid principal amount of the Series 20__ Bond shall be the total amounts advanced by the Registered Owner from time to time, less any prior redemption of the principal amount due, as set forth on Exhibit B to the Series 20__ Bond. The aggregate amount of advances made under this Series 20__ Bond may not exceed \$[XX,XXX,XXX], and the final advance of principal shall occur no later than February 1, 20____. The principal amounts advanced shall be evidenced by the execution by the Clerk-Treasurer of the City of a Disbursement Request in form and substance satisfactory to the Registered Owner and provided to the Trustee.

The Series 20__ Bonds shall bear interest from the Interest Payment Date next preceding the date of authentication thereof, unless such date of authentication shall be subsequent to a Record Date in which case they shall bear interest from the Interest Payment Date with respect to such Record Date, provided, however that if, as shown by the records of the Trustee, interest on the Series 20__ Bonds shall be in default, Series 20__ Bonds issued in exchange for Series 20__ Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has

been paid in full on the Series 20__ Bonds or, if no interest has been paid on the Series 20__ Bonds, from the date of issuance and delivery of the Series 20__ Bonds. Series 20__ Bonds authenticated on or prior to _____ 15, 20__ shall bear interest from the date of delivery of the Series 20__ Bonds.

The Series 20__ Bonds shall mature on the dates set forth below, beginning on _____ 1, 20__, and ending on _____ 1, 20__, in the amounts set forth below at the interest rate of _____% per annum:

<u>Payment Date</u>	<u>Amount</u>	<u>Payment Date</u>	<u>Amount</u>
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Section 2.3. Payment on Bonds. The principal of and interest on the Bonds shall be payable in any coin or currency of the United States of America which, at the respective dates of payment thereof, is legal tender for the payment of public and private debts. The final payments on the Series 20__ Bonds shall be payable at the designated corporate trust operations office of the Trustee. All other payments on the Series 20__ Bonds shall be made to the person appearing on the Bond registration books of the Trustee as the registered owner of the Series 20__ Bonds by check mailed to the registered owner thereof as shown on the registration books of the Trustee, or, if payment is made to a depository, by wire transfer of immediately available funds on the interest payment date. If the payment date occurs on a date when financial institutions are not open for business, the wire transfer shall be made on the next succeeding business day. The Trustee shall be instructed to wire transfer payments so that such payments are received at the depository by 2:30 p.m. (New York City time).

Section 2.4. Execution; Limited Obligation. The Bonds shall be executed on behalf of the Issuer with the manual or facsimile signature of its Mayor and attested with the manual or the facsimile signature of its Clerk and shall have impressed or printed thereon the corporate seal of the Issuer. Such facsimiles shall have the same force and effect as if such officer had manually signed each of the Bonds. If any officer whose signature or facsimile signature shall appear on the Bonds shall cease to be such officer before the delivery of such Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if he had remained in office until delivery.

The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the trust estate consisting of funds and accounts held under the Indenture and the Pledged TIF Revenues pledged and assigned for their payment in accordance with the Indenture (“Trust Estate”). Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bond. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. No covenant or agreement contained in the Bonds or the Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Westfield Economic Development Commission (“Commission”), or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Commission nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 2.5. Authentication. No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Indenture unless and until the certificate of authentication on such Bond substantially in the form hereinabove set forth shall have been duly executed by the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Indenture. The Trustee’s certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized signatory of the Trustee, but it shall not be necessary that the same person sign the certificate of authentication on all of the Bonds issued hereunder.

Section 2.6. Form of Bonds. The Bonds issued under this Indenture shall be substantially in the form hereinabove set forth with such appropriate variations, omissions and insertions as are permitted or required by this Indenture.

Section 2.7. Delivery of Series 20__ Bonds. Upon the execution and delivery of this Indenture, the Issuer shall execute and deliver to the Trustee the Series 20__ Bonds in the aggregate principal amount of \$[XX,XXX,XXX]. The Trustee shall authenticate such Series 20__ Bonds and deliver them to the purchasers thereof upon receipt of:

- (i) A copy, duly certified by the Clerk of the Issuer, of the Ordinance adopted and approved by the Issuer authorizing the execution and delivery of the Financing Agreement and this Indenture and the issuance of the Series 20__ Bonds.
- (ii) A copy, duly certified by the Secretary of the Redevelopment Commission, of the Pledge Resolution adopted and approved by the Redevelopment Commission pledging the Pledged TIF Revenues to the payment of the Series 20__ Bonds.
- (iii) Executed counterparts of the Financing Agreement and Indenture.
- (iv) A written request of the Issuer to the Trustee requesting the Trustee to authenticate, or cause to be authenticated, and deliver the Series 20__ Bonds in the principal amount of \$[XX,XXX,XXX] to the purchasers thereof.
- (v) Such other documents as shall be required by the Requisite Bondholders.

The proceeds of the Series 20__ Bonds shall be paid over to the Trustee and deposited to the credit of various Funds as hereinafter provided under Section 3.1 hereof.

Section 2.8. Issuance of Additional Bonds. One or more series of Bonds payable from the Pledged TIF Revenues in addition to the Series 20__ Bonds (“Additional Bonds”), may be authenticated and delivered from time to time for one or more of the purposes of (i) refunding entirely one or more series of Bonds outstanding hereunder, if such Bonds may otherwise be refunded, (ii) advance refunding entirely one or more series of Bonds outstanding hereunder, regardless of whether such Bonds may otherwise be refunded, if the same is then permitted by law by depositing with the Trustee, in trust for the sole benefit of such series of Bonds, cash or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) in a principal amount which will, together with the income or increment to accrue thereon, be sufficient to pay and redeem (when redeemable) and discharge such series of Bonds at or before their respective maturity dates, and (iii) financing the cost or estimated cost incurred or to be incurred by the Company in completing the Projects or acquiring and/or constructing additional improvements, but not otherwise, and, in each case, obtaining additional funds to pay the costs to be incurred in connection with the issuance of such Additional Bonds, to establish reserves with respect thereto and to pay interest during the estimated construction period of completing the additional improvements, if any.

Prior to the delivery by the Issuer of any such Additional Bonds there shall be filed with the Trustee:

- (i) A supplement to this Indenture executed by the Issuer and the Trustee authorizing the issuance of such Additional Bonds, specifying the terms thereof and providing for the disposition of the proceeds of the sale thereof.
- (ii) The supplement or amendment to the Financing Agreement and the other instruments, documents, certificates, and opinions referred to in Section 6.1 of the Financing Agreement.
- (iii) A copy, duly certified by the Clerk of the Issuer, of the Ordinance, and, if necessary, any amendments or supplements theretofore adopted and approved by the Issuer authorizing the execution and delivery of such supplemental indenture and such supplement to the Financing Agreement and the issuance of such Additional Bonds.
- (iv) A written request of the Issuer to the Trustee to authenticate and deliver such Additional Bonds.
- (v) Satisfaction of the provisions of the Pledge Resolution for the issuance of Additional Bonds.

Any Additional Bonds issued in accordance with the terms of this Section 2.8 shall be secured by this Indenture, but such Additional Bonds may bear such date or dates, such interest rate or rates, and with such maturities, redemption dates and premiums as may be agreed upon by the Issuer, at the direction of the Company, and the purchaser of such Additional Bonds. Notwithstanding anything in this Indenture or the Bonds to the contrary, no Additional Bonds shall be issued under this Indenture without the prior consent of the Requisite Bondholders and the Company.

Section 2.9. Mutilated, Lost, Stolen, or Destroyed Bonds. If any Bond is mutilated, lost, stolen or destroyed, then, in the absence of notice to the Trustee that such Bond has been acquired by a bona fide purchaser, the Issuer may execute and the Trustee may authenticate a new Bond of like date, maturity and denomination as that mutilated, lost, stolen or destroyed; provided that, in the case of any mutilated Bond, such mutilated Bond shall first be surrendered to the Issuer, and in the case of any lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it.

If any such Bond shall have matured, instead of issuing a duplicate Bond the Issuer may pay the same without surrender thereof; provided, however, that in the case of a lost, stolen or destroyed Bond, there shall be first furnished to the Trustee evidence of such loss, theft or destruction satisfactory to the Trustee, together with indemnity satisfactory to it. The Trustee may charge the holder or owner of such Bond with their reasonable fees and expenses in this connection. Any Bond issued pursuant to this Section 2.9 shall be deemed part of the original series of Bonds in respect of which it was issued and an original additional contractual obligation of the Issuer.

Section 2.10. Registration and Exchange of Bonds; Persons Treated as Owners. The Issuer shall cause books for the registration and for the transfer of the Bonds as provided in this Indenture to be kept by the Trustee which is hereby constituted and appointed the registrar of the Issuer. Upon surrender for transfer of any fully registered Bond at the principal office of the Trustee, duly endorsed by, or accompanied by a written instrument or instruments of transfer in form satisfactory to the Trustee and duly executed by the registered owner or his attorney duly authorized in writing, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered Bond or Bonds of the same series and the same maturity for a like aggregate principal amount. The execution by the Issuer of any fully registered Bond without coupons of any denomination shall constitute full and due authorization of such denomination, and the Trustee shall thereby be authorized to authenticate and deliver such registered Bond. The Trustee shall not be required to transfer or exchange any fully registered Bond during the period between the Record Date and any interest payment date of such Bond, nor to transfer or exchange any Bond after the mailing of notice calling such Bond for redemption has been made, nor during a period of fifteen (15) days next preceding mailing of a notice of redemption of any Bonds.

As to any fully registered Bond, the person in whose name the same shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes, and payment of principal or interest thereon, shall be made only to or upon the order of the registered owner thereof or its legal representative, but such registration may be changed as hereinabove provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(End of Article II)

ARTICLE III.

APPLICATION OF SERIES 20__ BONDS PROCEEDS

Section 3.1. Deposit of Funds. The initial amount of principal drawn on the Series 20__ Bonds at closing shall be in the amount of \$_____, of which \$_____ shall be deposited with the Trustee in the Bond Interest Account of the Construction Fund and be used to pay Capitalized Interest Costs, and \$_____ shall be deposited with the Trustee in the Construction Account of the Construction Fund and used to pay Costs of Construction, including the Bond Issuance Costs set forth in Exhibit B which the Trustee is hereby authorized to pay. The Issuer shall deposit with Trustee in the Construction Fund all remaining draws of principal on the Series 20__ Bonds which shall be disbursed as provided in Section 4.4. The deposit of the proceeds of any Additional Bonds shall be as set forth in a supplement to this Indenture in connection with the issuance of such series of Additional Bonds.

(End of Article III)

ARTICLE IV.

REVENUE AND FUNDS

Section 4.1. Source of Payment of Bonds. The Bonds herein authorized and all payments to be made by the Issuer hereunder are not general obligations of the Issuer but are limited obligations payable solely from the Trust Estate as authorized by the Act and as provided herein. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Issuer or of any member, director, officer, agent, attorney or employee of the Issuer in his or her individual capacity, and neither the Issuer nor any member, director, officer, agent, attorney, or employee of the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.

Section 4.2. Bond Fund. The Trustee shall establish and maintain, so long as any of the Bonds are outstanding, a separate fund to be known as the "Bond Fund." Money in the Bond Fund shall be applied as provided in this Section 4.2.

There shall be deposited in the Bond Fund, as and when received, (a) TIF Revenues in an amount not to exceed the payments due on the Series 20__ Bonds on the next February 1 or August 1 plus Annual Fees coming due in the following six months; (b) proceeds of the Series 20__ Bonds to be used to pay interest thereon; (c) any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to Section 4.4 of the Indenture, and any amount remaining in the Construction Fund to be transferred to the Bond Fund pursuant to the Indenture upon acceleration of the maturity of the Series 20__ Bonds; and (d) all interest and other income derived from investments of Bond Fund moneys as provided herein. The Issuer hereby covenants and agrees that so long as any of the Bonds issued hereunder are outstanding it will deposit, or cause to be paid to Trustee for deposit in the Bond Fund for its account, all revenues and receipts derived from the Pledged TIF Revenues (taking into account any Parity TIF Obligations (as defined below)) promptly to meet and pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable. Nothing herein should be construed as requiring Issuer to deposit or cause to be paid to Trustee for deposit in the Bond Fund, funds from any source other than receipts derived from the Pledged TIF Revenues.

The Clerk-Treasurer of the Issuer shall set aside immediately upon receipt the Tax Increment into the Issuer's Allocation Fund as created by IC 36-7-14 and transfer the Pledged TIF Revenues to the Trustee as set forth in Section 4.5. The Trustee is hereby directed to deposit the Pledged TIF Revenues into the Bond Fund in the manner prescribed in this Section 4.2 and in Section 4.5.

Moneys in the Bond Fund shall be used by the Trustee to pay interest, premium, if any, and principal on the Bonds as they become due at maturity, redemption or upon acceleration. The Trustee shall transmit such funds to the Paying Agent for any series of Bonds in sufficient time to insure that such interest will be paid as it becomes due. Any TIF Revenues not needed to pay debt service on the Series 20__ Bonds on the next February 1 or August 1, plus any Annual Fees coming due in the following six months, shall be transferred to the Surplus Fund.

Section 4.3. Surplus Fund. The Trustee shall establish and maintain a separate fund to be known as the “Surplus Fund.” Money in the Surplus Fund shall be applied as provided in this Section 4.3.

The Trustee shall deposit in the Surplus Fund, as and when received, all TIF Revenues in excess of payments due on the Series 20__ Bonds on the next February 1 or August 1, plus any Annual Fees coming due in the following six months, as provided in Section 4.2. At the written direction of the Company, TIF Revenues in the Surplus Fund shall, without further authorization, be used first to pay amounts due on the Series 20__ Bonds and amounts due on any obligations issued on a parity with the Series 20__ Bonds as to the pledge of Tax Increment (“Parity TIF Obligations”). Any remaining TIF Revenues shall be used as directed by the Issuer (i) to redeem or defease the Series 20__ Bonds in whole or in part, or (ii) for return to the Redevelopment Commission to be used for any other purpose permitted by law.

Section 4.4. Construction Fund. The Issuer shall establish with the Trustee a separate fund to be known as the Construction Fund, to the credit of which the deposits are to be made as required by Section 3.1 hereof. The Construction Fund shall consist of the Construction Account and the bond Interest Account. The Bond Interest Account shall be used to pay Capitalized Interest Costs, and the Construction Account shall be used to pay Costs of Construction (other than Capitalized Interest Costs, except to the extent moneys in the Bond Interest Account are insufficient to pay Capitalized Interest Costs when due).

(a) Bond Issuance Costs of the Series 20__ Bonds (other than those identified in Exhibit B hereto, for which the execution of this Indenture provides authorization to the Trustee to pay) shall only be paid or reimbursed upon submission of a requisition signed by the Issuer and the Company.

(b) Except as set forth in subparagraph (a) of this Section 4.4, moneys on deposit in the Construction Account shall be paid out from time to time by the Trustee to or upon the order of the Company to pay or reimburse costs of issuance of the Series 20__ Bonds and to or upon the order of the Company in order to pay, or as reimbursement to the Company for payment made, for the Costs of Construction, upon receipt by the Trustee of the written request signed by the Authorized Representative of the Company:

(1) stating that the costs of an aggregate amount set forth in such written request have been made or incurred and were necessary for the construction of the Projects and were made or incurred in accordance with the construction contracts, plans and specifications, or purchase contracts therefor then in effect or that the amounts set forth in such written request are for allowable Costs of Construction of the Projects;

(2) stating that the amount paid or to be paid, as set forth in such written request, is reasonable and represents a part of the amount payable for the Costs of Construction of the Projects all in accordance with the cost budget; and that such payment was not paid in advance of the time, if any, fixed for payment and was made in accordance with the terms of any contracts applicable thereto and in accordance with usual and customary practice under existing conditions;

(3) stating that no part of the said costs was included in any written request previously filed with the Trustee under the provisions hereof;

(4) stating that such costs are appropriate for the expenditure of proceeds of the Bonds under the Act; and

(5) stating a recap of vendors and the amount paid .

(c) The Trustee shall rely fully on any such request delivered pursuant to this Section and shall not be required to make any investigation in connection therewith.

(d) The Issuer shall deliver to the Trustee within fifteen (15) days of completion of the Projects, in addition to the items required by (b) above, a certificate of its Authorized Representative of the Company:

(i) stating the date that the Projects were completed; and

(ii) stating that it has made such investigation of such sources of information as are deemed by him to be necessary, including pertinent records of the Issuer, and is of the opinion that the Projects have been fully paid for, and that no claim or claims exist against the Issuer or against the properties of either out of which a lien based on furnishing labor or material for the Projects exists or might ripen; provided, however, there may be excepted from the foregoing statement any claim or claims out of which a lien exists or might ripen if the Company intends to contest such claim or claims, in which event such claim or claims shall be described; provided, further, however, that it shall be stated that funds are on deposit in the Construction Fund sufficient to make payment of the full amount which might in any event be payable in order to satisfy such claim or claims.

If such certificate shall state that there is a claim or claims in controversy which create or might ripen into a lien, there shall be filed with the Issuer and the Trustee a certificate of the Company when and as such claim or claims shall have been fully paid.

If, after payment by the Trustee of all orders theretofore tendered to the Trustee under the provisions of subparagraph (b) of this Section 4.4 and after receipt of the statement mentioned in subparagraph (d)(i) and (ii) of this Section 4.4, there shall remain any balance of moneys in the Construction Fund, Trustee shall transfer all moneys then in the Construction Fund (except any disputed claims described in the completion certificate required in Section 4.3(d) hereof) to the Bond Fund. The Trustee, as directed in writing by the Issuer, shall use any amount transferred to the Bond Fund to prepay the Series 20__ Bonds at the earliest redemption date.

Section 4.5. Pledged TIF Revenues. On or before each January 15 and July 15, commencing _____ 15, 20__, the Issuer shall transfer to the Trustee, for deposit into the Bond Fund and the Surplus Fund, the Pledged TIF Revenues for the payment of the Series 20__ Bonds. The balance of any TIF Revenues in excess of such requirements of the Bond Fund shall be deposited into the Surplus Fund.

Section 4.6. Trust Funds. All moneys and securities received by the Trustee under the provisions of this Indenture, shall be trust funds under the terms hereof and shall not be subject to lien or attachment of any creditor of the Issuer or of the Company. Such moneys shall be held in trust and applied in accordance with the provisions of this Indenture.

Section 4.7. Investment. Moneys on deposit in the Funds established in this Article IV hereof shall be invested as provided in Section 6.8 hereof.

(End of Article IV)

ARTICLE V.

REDEMPTION OF SERIES 20__ BONDS BEFORE MATURITY

Section 5.1. Redemption Dates and Prices.

(a) The Series 20__ Bonds are subject to optional redemption by the Issuer, prior to maturity, on any date, in whole or in part, in such order of maturity as the Issuer shall direct and within maturities, at face value, without premium, plus in each case accrued interest to the date fixed for redemption.

Section 5.2. Notice of Redemption. In the case of redemption of Series 20__ Bonds pursuant to Section 5.1(a) hereof, notice of the call for any such redemption identifying the Series 20__ Bonds, or portions of fully registered Series 20__ Bonds, to be redeemed shall be given by mailing a copy of the redemption notice by first class mail not less than thirty (30) days nor more than sixty (60) days prior to the date fixed for redemption to the registered Owner of each Series 20__ Bond to be redeemed at the address shown on the registration books. Such notice of redemption shall specify the CUSIP number, if any, and, in the event of a partial redemption the Series 20__ Bond numbers and called amounts of each Series 20__ Bond, the redemption date, principal amount, interest rate, maturity date and the name and address of the Trustee and the Paying Agent; provided, however, that failure to give such notice by mailing, or any defect therein, with respect to any such registered Series 20__ Bond shall not affect the validity of any proceedings for the redemption of other Series 20__ Bonds.

On and after the redemption date specified in the aforesaid notice, such Series 20__ Bonds, or portions thereof, thus called shall not bear interest, shall no longer be protected by this Indenture and shall not be deemed to be outstanding under the provisions of this Indenture, and the holders thereof shall have the right to receive only the redemption price thereof plus accrued interest thereon to the date fixed for redemption.

Section 5.3. Cancellation. All Bonds which have been redeemed in whole shall be canceled or otherwise destroyed by the Trustee in accordance with the customary practices of the Trustee and applicable record retention requirements and shall not be reissued.

Section 5.4. Redemption Payments. Prior to the date fixed for redemption in whole, funds shall be deposited with Trustee to pay, and Trustee is hereby authorized and directed to apply such funds to the payment of the Bonds or portions thereof called, together with accrued interest thereon to the redemption date. Upon the giving of notice and the deposit of funds for redemption, interest on the Bonds thus called shall no longer accrue after the date fixed for redemption. No payment shall be made by the Paying Agent upon any Bond until such Bond shall have been delivered for payment or cancellation or the Trustee shall have received the items required by Section 2.8 hereof with respect to any mutilated, lost, stolen or destroyed Bond.

Section 5.5. Partial Redemption of Bonds. If fewer than all of the Series 20__ Bonds at the time outstanding are to be called for redemption, the maturities of Series 20__ Bonds or portions thereof to be redeemed shall be selected by the Trustee at the written direction of the

Company. If fewer than all of the Series 20__ Bonds within a maturity are to be redeemed, the Trustee shall select in such equitable manner as the Trustee may determine, the Series 20__ Bonds or portions of Series 20__ Bonds within such maturity that shall be redeemed. The Trustee shall call for redemption in accordance with the foregoing provisions as many Series 20__ Bonds or portions thereof as will, as nearly as practicable, exhaust the moneys available therefor. Particular Series 20__ Bonds or portions thereof shall be redeemed only in the minimum principal amount of \$100,000 and any \$1 integral multiples thereafter.

If less than the entire principal amount of any registered Series 20__ Bond then outstanding is called for redemption, then upon notice of redemption given as provided in Section 5.2 hereof, the owner of such registered Series 20__ Bond shall surrender such Series 20__ Bond to the Paying Agent in exchange for (a) payment of the redemption price of, plus accrued interest on the principal amount called for redemption and (b) a new Series 20__ Bond or Series 20__ Bonds of like series in an aggregate principal amount equal to the unredeemed balance of the principal amount of such registered Series 20__ Bond, which shall be issued without charge therefor.

(End of Article V)

ARTICLE VI.

GENERAL COVENANTS

Section 6.1. Payment of Principal and Interest. The Issuer covenants that it will promptly pay the principal of, premium, if any, and interest on every Bond issued under this Indenture at the place, on the dates and in the manner provided herein and in the Bonds according to the true intent and meaning thereof. The principal, interest and premium, if any, on the Bonds are payable solely and only from the Trust Estate including the Pledged TIF Revenues which are hereby specifically pledged and assigned to the payment thereof in the manner and to the extent herein specified, and nothing in the Bonds or in this Indenture should be considered as pledging any other funds or assets of the Issuer. **The Bonds, and the interest payable thereon, do not and shall not represent or constitute a debt of the Issuer within the meaning of the provisions of the constitution or statutes of the State of Indiana or a pledge of the faith and credit of the Issuer. The Bonds, as to both principal and interest, are not an obligation or liability of the State of Indiana, or of any political subdivision or taxing authority thereof, but are a special limited obligation of the Issuer and are payable solely and only from the Trust Estate including the Pledged TIF Revenues pledged and assigned for their payment in accordance with the Indenture. Neither the faith and credit nor the taxing power of the Issuer, the State of Indiana or any political subdivision or taxing authority thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Bonds. The Bonds do not grant the owners or holders thereof any right to have the Issuer, the State of Indiana or its General Assembly, or any political subdivision or taxing authority of the State of Indiana, levy any taxes or appropriate any funds for the payment of the principal of, premium, if any, or interest on the Bonds. The Issuer has no taxing power with respect to the Bonds. No covenant or agreement contained in the Bonds or this Indenture shall be deemed to be a covenant or agreement of the Redevelopment Commission, the Commission, or of any member, director, officer, agent, attorney or employee of the Redevelopment Commission, the Commission or the Issuer in his or her individual capacity, and neither the Redevelopment Commission, the Commission nor any member, director, officer, agent, attorney or employee of the Redevelopment Commission, Commission or the Issuer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance of the Bonds.**

Section 6.2. Performance of Covenants. The Issuer covenants that it will faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in this Indenture, in any and every Bond executed, authenticated and delivered hereunder and in all proceedings of its members pertaining thereto. The Issuer represents that it is duly authorized under the constitution and laws of the State of Indiana to issue the Bonds authorized hereby and to execute this Indenture, and to pledge the Pledged TIF Revenues in the manner and to the extent herein set forth; that all action on its part for the issuance of the Bonds and the execution and delivery of this Indenture has been duly and effectively taken, and that the Bonds in the hands of the holders and owners thereof are and will be valid and enforceable obligations of the Issuer according to the import thereof, subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws, judicial decisions and principles of equity relating to or affecting creditors' rights generally and subject to the valid exercise of the constitutional powers of the Issuer, the State of Indiana and the United States of America.

Section 6.3. Ownership; Instruments of Further Assurance. The Issuer covenants that it will defend its interest in the Financing Agreement to the Trustee, for the benefit of the holders and owners of the Bonds against the claims and demands of all persons whomsoever. The Issuer covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such indentures supplemental hereto and such further acts, instruments and transfers as the Trustee may reasonably require for the better assuring, transferring, mortgaging, conveying, pledging, assigning and confirming unto the Trustee, the Financing Agreement.

Section 6.4. Filing of Indenture, Financing Agreement and Security Instruments. The Issuer, upon the written direction and at the sole expense of the Company, shall cause this Indenture, the Financing Agreement and all supplements thereto as well as such other security instruments, financing statements and all supplements thereto and other instruments (other than continuation statements, which, if applicable, will be filed by the Trustee) as may be required from time to time to be filed in such manner and in such places as may be required by law in order to fully preserve and protect the lien hereof and the security of the holders and owners of the Bonds and the rights of the Trustee hereunder. This Section 6.4 shall impose no duty to record or file the instruments noted above where filing or recordation is not required by law in order to perfect a security interest. Continuation of financing statements may be filed without consent of the debtor parties thereto.

Section 6.5. Inspection of Books. The Issuer covenants and agrees that all books and documents in its possession relating to the Projects and the revenues derived from the Projects shall at all times be open to inspection by such accountants or other agents as the Trustee may from time to time designate.

Section 6.6. List of Bondholders. The Trustee will keep on file at the corporate trust office of the Trustee a list of names and addresses of the holders of all Bonds. At reasonable times and under reasonable regulations established by the Trustee, said list may be inspected and copied by the Company or by holders and/or owners (or a designated representative thereof) of 25% or more in principal amount of Bonds then outstanding, such ownership and the authority of any such designated representative to be evidenced to the satisfaction of the Trustee.

Section 6.7. Rights Under Financing Agreement. The Issuer agrees that the Trustee in its name or in the name of the Issuer may enforce all rights of the Issuer and all obligations of the Company under and pursuant to the Financing Agreement for and on behalf of the Bondholders, whether or not the Issuer is in default hereunder.

Section 6.8. Investment of Funds. Moneys in the Funds established hereunder may be invested in Qualified Investments to the extent and in the manner provided for in Section 3.9 of the Financing Agreement. The Trustee shall not be liable or responsible for any loss resulting from any such investment. The interest accruing thereon and any profit realized from such investments shall be credited, and any loss resulting from such investments shall be charged to the fund in which the money was deposited.

Section 6.9. Non-presentment of Bonds. If any Bond shall not be presented for payment when the principal thereof becomes due, either at maturity, or at the date fixed for

redemption thereof, or otherwise, if funds sufficient to pay any such Bond shall have been made available to Paying Agent for the benefit of the holder or holders thereof, all liability of Issuer to the holder thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of Paying Agent to hold such funds for four (4) years without liability for interest thereon, for the benefit of the holder of such Bond, who shall thereafter be restricted exclusively to such funds, for any claim of whatever nature on his part under this Indenture or on, or with respect to, such Bond.

(End of Article VI)

ARTICLE VII.

DEFAULTS AND REMEDIES

Section 7.1. Events of Default. Each of the following events is hereby declared an “event of default,” that is to say, if:

(a) payment of any amount payable on the Bonds shall not be made when the same is due and payable, unless the Requisite Bondholders shall have consented thereto, however, if the Issuer is unable to pay to the Trustee any or sufficient Pledged TIF Revenues with which to make payment to the Bondholders, it shall not constitute an Event of Default; or; or

(b) any event of default as defined in Section 4.1 of the Financing Agreement shall occur and be continuing, unless the Requisite Bondholders shall have consented thereto; or

(c) the Issuer shall default in the due and punctual performance of any other of the covenants, conditions, agreements and provisions contained in the Bonds or in this Indenture or any agreement supplemental hereof on the part of the Issuer to be performed, and such default shall continue for thirty (30) days after written notice specifying such default and requiring the same to be remedied shall have been given to the Issuer and the Company by the Trustee, which may give such notice in its discretion and shall give such notice at the written request of the holders of all of the Bonds then outstanding hereunder; or

(d) the Issuer shall fail to apply collected Pledged TIF Revenues as required by Article IV of this Indenture.

Section 7.2. Acceleration; Termination of TIF Revenue Pledge.

(a) Upon the happening of any event of default specified in clause (a), (b) or (c) of Section 7.1 and the continuance of the same for the period, if any, specified in that Section, and with the prior consent of Requisite Bondholders, the Trustee, by notice in writing delivered to the Issuer and the Company may declare the entire unpaid principal amount of the Bonds and Parity TIF Obligations then outstanding, and the interest accrued thereon, to be immediately due and payable. The Issuer’s obligation to pay TIF Revenues shall not be subject to acceleration.

(b) Upon the happening of any event of default specified in clause (a), (b) or (c) of Section 7.1 and the continuance of the same for the period, if any, specified in that Section, and notwithstanding Section 7.4 hereof, the pledge of the Pledged TIF Revenues to the payment of the Bonds shall immediately terminate and be of no further force and effect, the Pledged TIF Revenues shall no longer be deemed part of the Trust Estate under this Indenture, the Issuer shall have no further obligation to make any transfers of Pledged TIF Revenues to the Trustee under Section 4.2 or Section 4.4 hereof, and the Bonds will be deemed defeased and paid in full, without any action of the Trustee or Bondholders.

Section 7.3. Remedies; Rights of Bondholders.

(i) If an event of default occurs, with the consent of Requisite Bondholders, the Trustee may pursue any available remedy by suit at law or in equity to

enforce the payment of the principal of, premium, if any, and interest on the Bonds then outstanding, to enforce any obligations of the Issuer hereunder, and of the Company under the Financing Agreement.

- (ii) Upon the occurrence of an event of default, if directed to do so by the Requisite Bondholders and if indemnified as provided in Section 8.1 hereof, the Trustee shall be obliged to exercise such one or more of the rights and powers conferred by this Article as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.
- (iii) No remedy by the terms of this Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or to the Bondholders hereunder or now or hereafter existing at law or in equity or by statute.
- (iv) No delay or omission to exercise any right or power accruing upon any event of default shall impair any such right or power or shall be construed to be a waiver of any event of default or acquiescence therein, and every such right and power may be exercised from time to time as may be deemed expedient.
- (v) No waiver of any event of default hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent event of default or shall impair any rights or remedies consequent thereon.

Section 7.4. Right of Bondholders to Direct Proceedings. Anything in this Indenture to the contrary notwithstanding, except as provided in Section 7.2(b) hereof, the Requisite Bondholders shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the time, the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture, or for the appointment of a receiver or any other proceedings hereunder; provided, that such direction shall not be otherwise than in accordance with the provisions of law and of this Indenture, and provided that the Trustee is obligated to pursue its remedies under the provisions of Section 7.2 hereof before any other remedies are sought.

Section 7.5. Application of Moneys. Notwithstanding anything herein to the contrary, all moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article and any other moneys held as part of the Trust Estate shall, after payment of the cost and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee or the Issuer, and the creation of a reasonable reserve for anticipated fees, costs and expenses, be deposited in the Bond Fund and all moneys in the Bond Fund shall be applied as follows:

- (a) Unless the principal of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

First: To the payment to the persons entitled thereto of all installments of interest then due on the Bonds, in the order of the maturity of the installments of such interest, and if the amount available shall not be sufficient to pay in full any particular installment, then to the payment ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discriminations or privilege; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, of the Bonds which shall have become due (other than Bonds called for redemption for the payment of which moneys are held pursuant to the provisions of this Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they become due, and if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege.

Third: To the payment of the balance, if any, to the Company or its successors or assigns, upon the written request of the Company or to whomsoever may be lawfully entitled to receive the same upon its written request, or as any court of competent jurisdiction may direct, except for any remaining TIF Revenues which shall be paid to the Redevelopment Commission.

(b) If the principal of all the Bonds shall have become due or shall have been declared due and payable, all such moneys shall be applied to the payment of the principal and interest then due and unpaid upon the Bonds, without preference or priority of principal over interest or of interest over any other installment of interest, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or privilege.

(c) If the principal of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of this Article then, subject to the provisions of subsection (b) of this Section in the event that the principal of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of subsection (a) of this Section.

Whenever moneys are to be applied pursuant to the provisions of this Section, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an interest payment date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such dates shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Section 7.6. Remedies Vested In Trustee. All rights of action (including the right to file proof of claims) under this Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto, and any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any holders of the Bonds, and any recovery of judgment shall, subject to the provisions of Section 7.5 hereof, be for the equal benefit of the holders of the outstanding Bonds. However, the Trustee may only act with the consent and direction of the Requisite Bondholders.

Section 7.7. Rights and Remedies of Bondholders. No holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of this Indenture or for the execution of any trust thereof or for the appointment of a receiver or any other remedy hereunder, unless a default has occurred of which the Trustee has been notified as provided in subsection (g) of Section 8.1, or of which by said subsection it is deemed to have notice, nor unless also such default shall have become an Event of Default and the holders of all Bonds then outstanding shall have made written request to the Trustee and shall have offered reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in its own name, nor unless also they have offered to the Trustee indemnity as provided in Section 8.1 hereof, nor unless the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its, his, or their own name or names. Such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Indenture, and to any action or cause of action for the enforcement of this Indenture, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Indenture by its, his or their action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal benefit of the holders of all Bonds then outstanding. Nothing in this Indenture contained shall, however, affect or impair the right of any Bondholder to enforce the covenants of the Issuer to pay the principal of and interest on each of the Bonds issued hereunder to the respective holders thereof at the time, place, from the source and in the manner in said Bonds expressed.

Section 7.8. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Indenture by the appointment of a receiver, or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Issuer, the Company and the Trustee shall be restored to their former positions and rights hereunder, respectively, with respect to the Trust Estate, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 7.9. Waivers of Events of Default. At the direction of the Requisite Bondholders, the Trustee may in its discretion waive any event of default hereunder and its consequences and rescind any declaration of maturity of principal of and interest on the Bonds, and shall do so upon the written request of the holders of (1) all the Bonds then outstanding in respect of which default in the payment of principal and/or premium, if any, and/or interest

exists, or (2) all Bonds then outstanding in the case of any other default; provided, however, that there shall not be waived (a) any event of default in the payment of the principal of any outstanding Bonds at the date of maturity specified therein, or (b) any default in the payment when due of the interest on any such Bonds unless prior to such waiver or rescission, arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such default shall have occurred on overdue installments of interest or all arrears of payments of principal and premium, if any, when due, as the case may be, and all expenses of the Trustee in connection with such default shall have been paid or provided for, and in case of any such waiver or rescission, or in case any proceeding taken by the Trustee on account of any such default shall have been discontinued or abandoned or determined adversely, then and in every such case the Issuer, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

(End of Article VII)

ARTICLE VIII.

THE TRUSTEE AND PAYING AGENT

Section 8.1. Acceptance of the Trusts. The Trustee hereby accepts the trusts imposed upon it by this Indenture, and agrees to perform said trusts as a corporate trustee ordinarily would perform said trusts under a corporate indenture, but only upon the terms and conditions set forth herein, and no implied covenants or obligations shall be read into this Indenture against the Trustee. The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Indenture, and no implied covenants or obligations should be read into this Indenture against the Trustee. If any Event of Default under this Indenture shall have occurred and be continuing, to which the Trustee has knowledge, the Trustee shall exercise such of the rights and powers vested in it by this Indenture and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of such prudent person's own affairs in exercising any rights or remedies or performing any of its duties hereunder. The Trustee agrees to perform such trusts only upon and subject to the following expressed terms and conditions:

(a) The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or if appointed through attorneys, agents, receivers or employees but shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to the opinion and advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorney (who may be the attorney or attorneys for the Issuer or the Company). The Trustee shall not be responsible for any loss or damage resulting from any action or non-action in good faith in reliance upon such opinion or advice.

(b) The Trustee shall not be responsible for any recital herein, or in the Bonds (except in respect to the certificate of the Trustee endorsed on the Bonds), or for the recording or re-recording, filing or re-filing of this Indenture or any financing statements (other than continuation statements, if applicable) in connection therewith, or for insuring the property herein conveyed or collecting any insurance moneys, or for the validity of the execution by the Issuer of this Indenture or of any supplements thereto or instruments of further assurance, or for the sufficiency of the security for the Bonds issued hereunder or intended to be secured hereby, or for the value, condition or title of the property herein conveyed or otherwise as to the maintenance of the security hereof or as to the validity or sufficiency of this Indenture or of the Bonds; and the Trustee shall not be bound to ascertain or inquire as to the performance or observance of any covenants, conditions or agreements on the part of the Issuer or on the part of the Company under the Financing Agreement; but the Trustee may require of the Issuer or the Company full information and advice as to the performance of the covenants, conditions and agreements aforesaid as to the condition of the property herein conveyed. The Trustee shall have no obligation to perform any of the duties of the Issuer under the Financing Agreement, and the Trustee shall not be responsible or liable for any loss suffered in connection with any investment of funds made by it in accordance with the provisions of this Indenture.

(c) The Trustee shall not be accountable for the use of any Bonds, or the proceeds thereof, authenticated by it or the Paying Agent or delivered hereunder or for any money paid to or upon the order of the City under any provision of this Indenture or of the Financing Agreement. The Trustee, in its individual or any other capacity, may become the owner of Bonds secured hereby with the same rights which it would have if not Trustee.

(d) The Trustee may rely and shall be protected in acting upon any notice, request, consent, certificate, order, affidavit, letter, telegram or other paper or document believed to be genuine and correct and to have been signed or sent by the proper person or persons. Any action taken by the Trustee pursuant to this Indenture upon the request or authority or consent of any person who at the time of making such request or giving such authority or consent is the owner of any Bond, shall be conclusive and binding upon all future owners of the same Bond and upon Bonds issued in exchange therefor or in place thereof.

(e) As to the existence or non-existence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, or whenever in the administration of this Indenture the Trustee shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Trustee shall be entitled to rely upon a certificate signed on behalf of the Issuer or the Company by its duly authorized officers as sufficient evidence of the facts therein contained and prior to the occurrence of a default of which the Trustee has been notified as provided in subsection (g) of this Section, or of which said subsection it is deemed to have notice, shall also be at liberty to accept a similar certificate to the effect that any particular dealing, transaction or action is necessary or expedient, but may at its discretion secure such further evidence deemed necessary or advisable, but shall in no case be bound to secure the same. The Trustee may accept a certificate of the Issuer or the Company under its seal to the effect that an ordinance or resolution in the form therein set forth has been adopted by the Issuer or the Company as conclusive evidence that such ordinance or resolution has been duly adopted, and is in full force and effect.

(f) The permissive right of the Trustee to do things enumerated in this Indenture shall not be construed as a duty, and the Trustee shall not be answerable for other than its gross negligence or willful misconduct; provided, however, that the provisions of this subsection shall not affect the duties of the Trustee hereunder, including the provisions of Article VII hereof.

(g) The Trustee shall not be required to take notice or be deemed to have notice of any event of default hereunder (other than payment of the principal and interest on the Bonds) unless the Trustee shall be specifically notified in writing of such default by the Issuer or by the holders of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the corporate trust office of the Trustee, and in the absence of such notice so delivered, the Trustee may conclusively assume there is no default except as aforesaid.

(h) The Trustee shall not be personally liable for any debts contracted or for damages to persons or to personal property injured or damaged, or for salaries or nonfulfillment of contracts during any period in which it may be in possession of or managing the Trust Estate.

(i) At any and all reasonable times and upon reasonable prior written notice, the Trustee, and its duly authorized agents, attorneys, experts, engineers, accountants and representatives, shall have the right, but shall not be required, to fully inspect the Trust Estate, and to take such memoranda from and in regard thereto as may be desired.

(j) The Trustee shall not be required to give any bond or surety in respect of the execution of the said trusts and powers or otherwise in respect of the premises.

(k) Notwithstanding anything elsewhere in this Indenture contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, the release of any property, or any action whatsoever within the purview of this Indenture, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required as a condition of such action by the Trustee, deemed desirable for the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

(l) Before taking any action under this Indenture, the Trustee may require that a satisfactory indemnity bond be furnished for the reimbursement of all costs and expenses to which it may be put (including without limitation attorney's fees and expenses) and to protect it against all liability, except liability which is adjudicated to have resulted from its gross negligence or willful misconduct in connection with any action so taken. Such indemnity shall survive the termination of this Indenture.

(m) All moneys received by the Trustee or the Paying Agent shall, until used or applied or invested as herein provided, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law. Neither the Trustee nor the Paying Agent shall be under any liability for interest on any moneys received hereunder.

(n) The Trustee shall have no responsibility with respect to any information, statement or recital in any official statement, offering memorandum or any other disclosure material prepared or distributed with respect to the Bonds and shall have no responsibility for compliance with any state or federal securities laws in connection with the Bonds

(o) The Trustee agrees to accept and act upon instructions or directions pursuant to this Indenture sent by unsecured e-mail or other similar unsecured electronic methods, provided, however, that the Issuer and the Company shall provide to the Trustee an incumbency certificate listing designated persons authorized to provide such instructions, which incumbency certificate shall be amended whenever a person is to be added or deleted from the listing. If the Issuer and the Company elect to give the Trustee e-mail instructions (or instructions by a similar electronic method) and the Trustee in its discretion elects to act upon such instructions, the Trustee's understanding of such instructions shall be deemed controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with such instructions notwithstanding such instructions conflict or are inconsistent with a subsequent written instruction. The Issuer and the Company agree to assume all risks arising out of the use of such electronic methods to submit instructions and directions to

the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

Section 8.2. Fees, Charges and Expenses of Trustee and Paying Agent. The Trustee and Paying Agent shall be entitled to payment and/or reimbursement for reasonable fees for its services rendered hereunder (which compensation shall not be limited by any provision of law in regard to the compensation of a trustee of an express trust) and all advances, counsel fees and other expenses reasonably and necessarily made or incurred by the Trustee or Paying Agent in connection with such services. In the event that it should become necessary for the Trustee to perform extraordinary services, the Trustee shall be entitled to reasonable additional compensation therefor and to reimbursement for reasonable and necessary extraordinary expenses in connection therewith; provided that if such extraordinary services or extraordinary expenses are occasioned by the gross negligence or willful misconduct of the Trustee it shall not be entitled to compensation or reimbursement therefore. The Trustee shall have a first lien with right of payment prior to payment on account of interest or principal of, or premium, if any, on any Bond for the foregoing advances, fees, costs and expenses incurred. The Trustee shall be entitled to payment and reimbursement for the reasonable fees and charges of the Trustee as Paying Agent for the Bonds.

Section 8.3. Notice to Bondholders if Default Occurs. If an Event of Default occurs of which the Trustee is by subsection (g) of Section 8.1 hereof required to take notice or if notice of an Event of Default be given as in said subsection (g) provided, then the Trustee shall give written notice thereof by registered or certified mail to the Company and the last known holders of all Bonds then outstanding shown by the list of Bondholders required by the terms of this Indenture to be kept at the office of the Trustee, unless such Event of Default has been cured or waived; provided, however, that the Trustee shall be protected in withholding such notice if and so long as the Trustee in good faith determines that the withholding of such notices is in the interests of the Bondholders.

Section 8.4. Intervention by Trustee. In any judicial proceeding to which the Issuer is a party and which in the opinion of the Trustee and its counsel has a substantial bearing on the interests of holders of the Bonds, the Trustee may intervene on behalf of Bondholders and, subject to the provisions of Section 8.1(l), shall do so if requested in writing by the owners of at least twenty-five percent (25%) in aggregate principal amount of all Bonds then outstanding. The rights and obligations of the Trustee under this Section are subject to the approval of a court of competent jurisdiction.

Section 8.5. Successor Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto, shall be and become successor Trustee hereunder and vested with all of the title to the whole property or trust estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties hereto, anything herein to the contrary notwithstanding.

Section 8.6. Resignation by the Trustee. The Trustee and any successor Trustee may at any time resign from the trusts hereby created by giving thirty days' written notice to the Issuer and the Company and by first class mail to each registered owner of Bonds then outstanding and to each holder of Bonds as shown by the list of Bondholders required by this Indenture to be kept at the office of the Trustee, and such resignation shall take effect at the end of such thirty (30) days, or upon the earlier appointment of a successor Trustee by the Bondholders or by the Issuer. Such notice to the Issuer and the Company may be served personally or sent by registered or certified mail.

Section 8.7. Removal of the Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to the Issuer and signed by the Requisite Bondholders.

Section 8.8. Appointment of Successor Trustee by the Bondholders; Temporary Trustee. In case the Trustee hereunder shall resign or be removed, or be dissolved, or shall be in course of dissolution or liquidation, or otherwise become incapable of acting hereunder, or in case it shall be taken under control of any public officer or officers, or of a receiver appointed by a court, a successor may be appointed by the owners of a majority in aggregate principal amount of Bonds then outstanding, by an instrument or concurrent instruments in writing signed by such owners, or by their attorneys-in-fact, duly authorized; provided, nevertheless, that in case of such vacancy, the Issuer, by an instrument executed by one of its duly authorized officers, may appoint a temporary Trustee to fill such vacancy until a successor Trustee shall be appointed by the Bondholders in the manner above provided; and any such temporary Trustee so appointed by the Issuer shall immediately and without further act be superseded by the Trustee so appointed by such Bondholders. Every such Trustee appointed pursuant to the provisions of this Section shall be a trust company or bank, having a reported capital and surplus of not less than One Hundred Million Dollars (\$100,000,000) if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms.

Section 8.9. Concerning Any Successor Trustees. Every successor Trustee appointed hereunder shall execute, acknowledge and deliver to its predecessor and also to the Issuer and the Company an instrument in writing accepting such appointment hereunder, and thereupon such successor, without any further act, deed or conveyance, shall become fully vested with all the estates, properties, rights, powers, trusts, duties and obligations of its predecessor and thereupon the duties and obligations of the predecessor shall cease and terminate; but such predecessor shall, nevertheless, on the written request of the Issuer, or of its successor, and upon approval by the Issuer of the records and accounts of the predecessor Trustee, a release of the predecessor Trustee by the Issuer, and the payment of the fees and expenses owed to the predecessor Trustee, execute and deliver an instrument transferring to such successor Trustee all the estates, properties, rights, powers and trusts of such predecessor hereunder; and every predecessor Trustee shall deliver all securities and moneys held by it as Trustee hereunder to its successor. Should any instrument in writing from the Issuer be required by any successor Trustee for more fully and certainly vesting in such successor the estate, rights, powers and duties hereby vested or intended to be vested in the predecessor any and all such instruments in writing shall, on request, be executed, acknowledged and delivered by the Issuer. The resignation of any Trustee and the instrument or instruments removing any Trustee and appointing a successor hereunder,

together with all other instruments provided for in this Article shall be filed by the successor Trustee in each office, if any, where the Indenture shall have been filed.

Section 8.10. Trustee Protected in Relying Upon Resolutions, etc. Subject to the conditions contained herein, the resolutions, ordinances, opinions, certificates and other instruments provided for in this Indenture may be accepted by the Trustee as conclusive evidence of the facts and conclusions stated therein and shall be full warrant, protection and authority to the Trustee for the release of property and the withdrawal of cash hereunder.

Section 8.11. Appointment of Paying Agent and Registrar; Resignation or Removal of Paying Agent. The Trustee is hereby appointed "Paying Agent" under this Indenture. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by this instrument and any supplemental indenture by giving at least 30 days' written notice to the Issuer, the Company and the Trustee. Any Paying Agent may be removed at any time by an instrument, filed with such Paying Agent and the Trustee and signed by the Issuer and the Company. Any successor Paying Agent shall be appointed by the Issuer at the direction of the Company and shall be a bank or trust company duly organized under the laws of any state of the United States or a national banking association, in each case having a capital stock and surplus aggregating at least \$100,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys or securities held by it as Paying Agent to its successors, or if there is no successor, to the Trustee.

(End of Article VIII)

ARTICLE IX.

SUPPLEMENTAL INDENTURES

Section 9.1. Supplemental Indentures Not Requiring Consent of Bondholders. With the prior consent of the Company, the Issuer and the Trustee may without the consent of, or notice to, any of the Bondholders, enter into an indenture or indentures supplemental to this Indenture, as shall not be inconsistent with the terms and provisions hereof, for any one or more of the following purposes:

- (a) To cure any ambiguity or formal defect or omission in this Indenture;
- (b) To grant to or confer upon the Trustee for the benefit of the Bondholders any additional rights, remedies, powers or authority that may lawfully be granted to or conferred upon the Bondholders or the Trustee or any of them;
- (c) To subject to this Indenture additional security, revenues, properties or collateral;
or
- (d) To make any other change in this Indenture which, in the judgment of the Trustee, who may rely on the advice and opinion of counsel, is not to the material prejudice of the Trustee, the Company, the Issuer or the holders of the Bonds; or
- (e) To modify, amend or supplement the Indenture in such manner as required to permit the qualification thereof under the Trust Indenture Act of 1939, as amended, or any similar Federal statute hereafter in effect, and, if they so determine, to add to the Indenture such other terms, conditions and provisions as may be required by said Trust Indenture Act of 1939, as amended, or similar federal statute.

Section 9.2. Supplemental Indentures Requiring Consent of Bondholders. Exclusive of supplemental indentures covered by Section 9.1 hereof, and subject to the terms and provisions contained in this Section, and not otherwise, the Requisite Bondholders shall have the right, from time to time, anything contained in this Indenture to the contrary notwithstanding, to consent to and approve the execution by the Issuer and the Trustee of such other indenture or indentures supplemental hereto as shall be deemed necessary and desirable by the Issuer for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Indenture or in any supplemental indenture; provided however, that no such supplemental indenture may be entered into without the prior consent of the Company; and provided further that nothing in this section contained shall permit or be construed as permitting (except as otherwise permitted in this Indenture) (a) an extension of the stated maturity or reduction in the principal amount of, or reduction in the rate or extension of the time of paying of interest on, or reduction of any premium payable on the redemption of, any Bonds, without the consent of the holder of such Bond, or (b) a reduction in the amount or extension of the time of any payment required by any sinking fund applicable to any Bonds without the consent of the holders of all the Bonds which would be affected by the action to be taken, or (c) the creation of any lien prior to or, except for the lien of Parity Obligations (including Additional Bonds), on a parity with the lien of this Indenture without the consent of the holders of all the

Bonds at the time outstanding, or (d) a reduction in the aforesaid aggregate principal amount of Bonds the holders of which are required to consent to any such supplemental indenture, without the consent of the holders of all the Bonds at the time outstanding which would be affected by the action to be taken, or (e) a modification of the rights, duties or immunities of the Trustee, without the written consent of the Trustee, or (f) a privilege or priority of any Bond over any other Bonds, or (g) a derivation of the Owners of any Series 20__ Bonds then Outstanding of the lien thereby created.

Anything herein to the contrary notwithstanding, a supplemental indenture under this Article which affects any rights of the Company shall not become effective unless and until the Company shall have consented in writing to the execution and delivery of such supplemental indenture. In this regard, the Trustee shall cause notice of the proposed execution and delivery of any such supplemental indenture together with a copy of the proposed supplemental indenture to be mailed by certified or registered mail to the Company at least fifteen (15) days prior to the proposed date of execution and delivery of any such supplemental indenture.

Section 9.3. Opinion. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, as conclusive evidence that any such proposed supplemental indenture complies with the provisions of this Indenture, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such supplemental indenture.

(End of Article IX)

ARTICLE X.

AMENDMENTS TO THE FINANCING AGREEMENT

Section 10.1. Amendments, etc. to Financing Agreement Not Requiring Consent of Bondholders. The Issuer and the Trustee with the consent of the Company shall, without the consent of or notice to the Bondholders, consent to any amendment, change or modification of the Financing Agreement as may be required (i) by the provisions of the Financing Agreement and this Indenture, or (ii) for the purpose of curing any ambiguity or formal defect or omission, or (iii) in connection with any other change therein which, in the judgment of the Trustee (who may rely upon the advice and opinion of counsel), is not to the prejudice of the Trustee, the Issuer or the holders of the Bonds.

Section 10.2. Amendments, etc. to Financing Agreement Requiring Consent of Bondholders. Except for the amendments, changes or modifications as provided in Section 10.1 hereof, neither the Issuer nor the Trustee shall consent to any other amendment, change or modification of the Financing Agreement without the written approval or consent of the Requisite Bondholders given and procured as in Section 9.2 provided.

Section 10.3. Opinion. The Trustee shall be entitled to receive, and shall be fully protected in relying upon, the opinion of any counsel approved by it, as conclusive evidence that any such proposed amendment complies with the provisions of this Indenture and Financing Agreement, and that it is proper for the Trustee, under the provisions of this Article, to join in the execution of such amendment.

(End of Article X)

ARTICLE XI.

MISCELLANEOUS

Section 11.1. Satisfaction and Discharge. All rights and obligations of the Issuer and the Company under the Financing Agreement and this Indenture shall terminate, and such instruments shall cease to be of further effect, and the Trustee shall execute and deliver all appropriate instruments evidencing and acknowledging the satisfaction of this Indenture, and shall assign and deliver to the Company any moneys and investments in all Funds established hereunder when

(a) all fees and expenses of the Trustee and the Paying Agent shall have been paid;

(b) the Issuer and the Company shall have performed all of their covenants and promises in the Financing Agreement and in this Indenture; and

(c) all Bonds theretofore authenticated and delivered (i) have become due and payable, or (ii) are to be retired or called for redemption under arrangements satisfactory to the Trustee for the giving of notice of redemption by the Trustee at the expense of the Company, or (iii) have been delivered to the Trustee canceled or for cancellation; and, in the case of (i) and (ii) above, there shall have been deposited with the Trustee either cash in an amount which shall be sufficient, or investments (but only to the extent that the full faith and credit of the United States of America are pledged to the timely payment thereof) the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee, shall be sufficient, to pay when due the principal or redemption price, if applicable, and interest due and to become due on the Bonds and prior to the redemption date or maturity date thereof, as the case may be.

Section 11.2. Defeasance of Bonds. Any Bond shall be deemed to be paid and no longer Outstanding within the meaning of this Article and for all purposes of this Indenture when (a) payment of the principal and interest of and premium, if any, on such Bond either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing with the Trustee in trust and irrevocably set aside exclusively for such payment, (1) moneys sufficient to make such payment or (2) Governmental Obligations maturing as to principal and interest in such amounts and at such times as will insure the availability of sufficient moneys to make such payment, and (b) all necessary and proper fees, compensation, indemnities and expenses of the Trustee and the Issuer pertaining to the Bonds with respect to which such deposit is made shall have been paid or the payment thereof provided for. At such time as a Bond shall be deemed to be paid hereunder, as aforesaid, such Bond shall no longer be secured by or entitled to the benefits of this Indenture, except for the purposes of any such payment from such moneys or Governmental Obligations.

Notwithstanding the foregoing, no deposit under clause (a)(ii) of the immediately preceding paragraph shall be deemed payment of such Bonds as aforesaid until (a) proper notice of redemption of such Bonds shall have been previously given in accordance with Section 5.2 of this Indenture, or if the Bonds are not by their terms subject to redemption within the next succeeding sixty (60) days, until the Company shall have given the Trustee in form satisfactory

to the Trustee irrevocable instructions to notify, as soon as practicable, the owners of the Bonds, that the deposit required by the preceding paragraph has been made with the Trustee and that the Bonds are deemed to have been paid in accordance with this Section 11.2 and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal of and the applicable redemption premium, if any, on said Bonds, plus interest thereon to the due date thereof; or (b) the maturity of such Bonds.

All moneys so deposited with the Trustee as provided in this Section 11.2 may also be invested and reinvested, at the written direction of the Company, in Governmental Obligations, maturing in the amounts and at the times as hereinbefore set forth, and all income from all Governmental Obligations in the hands of the Trustee pursuant to this Section 11.2 which is not required for the payment of principal of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Bond Fund as and when realized and collected for use and application as are other moneys deposited in the Bond Fund.

Notwithstanding any provision of any other Article of this Indenture which may be contrary to the provisions of this Section 11.2, all moneys or Governmental Obligations set aside and held in trust pursuant to the provisions of this Section 11.2 for the payment of Bonds (including premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including the premium thereon, if any) with respect to which such moneys or Governmental Obligations have been so set aside in trust.

Anything in Article 9 hereof to the contrary notwithstanding, if moneys or Governmental Obligations have been deposited or set aside with the Trustee pursuant to this Section 11.2 for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Section 11.2 shall be made without the consent of the owner of each Bond affected thereby.

The right to register the transfer of or to exchange Bonds shall survive the discharge of this Indenture.

Section 11.3. Cancellation of Series 20__ Bonds. If the owner of any Series 20__ Bonds presents that Bond to the Trustee with an instrument satisfactory to the Trustee waiving all claims for payment of that Bond, the Trustee shall cancel that Series 20__ Bond and the Bondholder shall have no further claim against the Trust Estate, the Issuer or the Company with respect to that Series 20__ Bond.

Section 11.4. Application of Trust Money. All money or investments deposited with or held by the Trustee pursuant to Section 11.1 shall be held in trust for the holders of the Bonds, and applied by it, in accordance with the provisions of the Bonds and this Indenture, to the payment, either directly or through the Paying Agent, to the persons entitled thereto, of the principal (and premium, if any) and interest for whose payment such money has been deposited with the Trustee; but such money or obligations need not be segregated from other funds except to the extent required by law.

Section 11.5. Consents, etc., of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Indenture to be executed by the Bondholders may be in any number of concurrent writings of similar tenor and may be executed by such Bondholders in person or by agent appointed in writing. Provided, however, that wherever this Indenture or the Financing Agreement requires that any such consent or other action be taken by the holders of a specified percentage, fraction or majority of the Bonds outstanding, any such Bonds held by or for the account of the following persons shall not be deemed to be outstanding hereunder for the purpose of determining whether such requirement has been met: the Issuer, any of its members, the Company, or the directors, trustees, officers or members of the Company. For all other purposes, Bonds held by or for the account of such person shall be deemed to be outstanding hereunder. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Indenture, and shall be conclusive in favor of the Trustee with regard to any action taken under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of the holding by any person of Bonds transferable by delivery and the amounts and numbers of such Bonds, and the date of the holding of the same, may be proved by a certificate executed by any trust Company, bank or bankers, wherever situated, stating that at the date thereof the party named therein did exhibit to an officer of such trust Company or bank or to such banker, as the property of such party, the Bonds therein mentioned if such certificate shall be deemed by the Trustee to be satisfactory. The Trustee may, in its discretion, require evidence that such Bonds have been deposited with a bank, bankers or trust Company, before taking any action based on such ownership. In lieu of the foregoing, the Trustee may accept other proofs of the foregoing as it shall deem appropriate.

For all purposes of this Indenture and of the proceedings for the enforcement hereof, such person shall be deemed to continue to be the holder of such Bond until the Trustee shall have received notice in writing to the contrary.

Section 11.6. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Indenture, or the Bonds is intended or shall be construed to give to any person other than the parties hereto, and the Company, and the holders of the Bonds, any legal or equitable right, remedy or claim under or in respect to this Indenture or any covenants, conditions and provisions herein contained, this Indenture and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the parties hereto and the Company and the holders of the Bonds as herein provided.

Section 11.7. Severability. If any provision of this Indenture shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any

other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or Sections in this Indenture contained, shall not affect the remaining portions of this Indenture, or any part thereof.

Section 11.8. Notices. All notices, demands, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, postage prepaid, with proper address as indicated below; however, notices to the Trustee shall be deemed given upon receipt by the Trustee. The Issuer, the Company, and the Trustee may, by written notice given by each to the others, designate any address or addresses to which notices, demands, certificates or other communications to them shall be sent when required as contemplated by this Indenture. Until otherwise provided by the respective parties, all notices, demands, certificates and communications to each of them shall be addressed as provided in Section 7.3 of the Financing Agreement.

Section 11.9. Counterparts. This Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument. The parties hereto agree that the transaction described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 11.10. Applicable Law. This Indenture shall be governed exclusively by the applicable laws of the State of Indiana.

Section 11.11. Immunity of Officers and Directors. No recourse shall be had for the payment of the principal of or premium or interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in this Indenture contained against any past, present or future members, officer, directors, agents, attorneys or employees of the Issuer, or any incorporator, member, officer, director, agents, attorneys, employees or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, members, officers, directors, agents, attorneys, employees or trustees as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and issuance of such Bonds.

Section 11.12. Holidays. If any date for the payment of principal or interest on the Bonds is not a business day then such payment shall be due on the first business day thereafter.

(End of Article XI)

IN WITNESS WHEREOF, the City of Westfield, Indiana, has caused these presents to be signed in its name and behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its Clerk, and to evidence its acceptance of the trusts hereby created, [Trustee], in Indianapolis, Indiana has caused these presents to be signed in its name and behalf by, its official seal to be hereunto affixed, and the same to be attested by, its duly authorized officers, all as of the day and year first above written.

CITY OF WESTFIELD, INDIANA

By: _____
Mayor

(SEAL)

Attest:

Clerk

[TRUSTEE], as Trustee

By: _____
(Written Signature)

(Printed Signature)

EXHIBIT A

DESCRIPTION OF THE PROJECTS

All or any portion of the design and construction of infrastructure improvements, including, but not limited to, land acquisition, storm water improvements, utilities relocation, streetscape and plaza improvements, general site improvements, parking costs and/or road, trail and sidewalk or other local public improvements (collectively the “Projects”), located in, physically connected to, or directly serving or benefitting the Ambrose Allocation Area of the Grand Junction Economic Development Area (the “Area”), to support a new mixed-use project in the Area consisting of a new four-story building with three floors of residential apartments, retail/restaurant space on the ground floor and more than 200 surface parking spaces, with a current estimated total development cost of \$26,200,000, which will be located northeast of the intersection of State Road 32 and East Street in the City.

EXHIBIT B
COSTS OF ISSUANCE

<u>Payee</u>	<u>Amount</u>
Westfield Economic Development Commission Fee	\$_____
Westfield Redevelopment Commission (reimbursement of prior costs)	\$_____
Barnes & Thornburg LLP – bond counsel	\$_____
Bondry Municipal Consulting – municipal advisor	\$_____
Wallack Somers & Haas, P.C. – local counsel	\$_____
[_____ – purchaser’s counsel]	[\$_____]
[Trustee] – Acceptance Fee	\$_____
Annual Fee	<u>\$_____</u>
TOTAL:	<u><u>\$_____</u></u>

RESOLUTION 25-112

A Reimbursement Resolution of the City of Westfield, Indiana, declaring its official intent to reimburse expenditures for costs related to the construction, acquisition and equipping of certain public improvement projects

WHEREAS, the City of Westfield, Indiana (the “City”), intends to provide for the construction, acquisition and equipping of certain public improvement projects, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (collectively, the “Projects”); and

WHEREAS, the estimated cost of the Projects is not to exceed Seventy-Two Million Dollars (\$72,000,000); and

WHEREAS, the City will use funds on hand to pay for certain costs of the Projects; and

WHEREAS, the City reasonably expect to reimburse certain costs of the Projects and replenish the funds on hand with proceeds of multiple series of bonds (collectively, the “Bonds”) and, if necessary, multiples series of bond anticipation notes (collectively, the “BANs”), to be issued by the City, whether directly or alternatively by and through one or more of its various departments, agencies and instrumentalities, pursuant to the provisions of Indiana law, including without limitation Indiana Code 36-1-10, 36-4-6-19, 36-7-14, 36-7-14.5 and 36-10-3, each as applicable and as amended; and

WHEREAS, the City reasonably expect to issue the Bonds and, if necessary, BANs in an aggregate principal amount not to exceed Seventy-Two Million Dollars (\$72,000,000) for purposes of paying and reimbursing certain costs of the Projects;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, THAT the City declares its official intent pursuant to Treasury Regulations Section 1.150-2 and Indiana Code 5-1-14-6(c) to (i) undertake and complete the Projects; and (ii) reimburse certain costs of the Projects with proceeds of its Bonds and, if necessary, BANs in an aggregate principal amount not to exceed Seventy-Two Million Dollars (\$72,000,000) for purposes of paying and reimbursing the costs of the Projects. This Resolution shall be in full force and effect from and after its passage by the Council and approval by the Mayor, and in accordance with Indiana law.

PASSED THIS ____ DAY OF _____, 2025 BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

Voting For

Voting Against

Abstain

Kurt J. Wanninger

Kurt J. Wanninger

Kurt J. Wanninger

Chad Huff

Chad Huff

Chad Huff

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Joe Duepner

Joe Duepner

Joe Duepner

Jon Dartt

Jon Dartt

Jon Dartt

Noah Herron

Noah Herron

Noah Herron

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that RESOLUTION 25-112 was delivered to the Mayor of Westfield on the _____ day of _____, 2025 at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE RESOLUTION 25-112
this _____ day of _____, 2025

I hereby VETO RESOLUTION 25-112
this _____ day of _____, 2025

Scott A. Willis, Mayor

Scott A. Willis, Mayor

EXHIBIT A

Description of the Projects

The Projects include all costs related to the design, acquisition, construction and equipping of the following municipal improvements:

- Police station headquarters project
- Fire Station #85
- Park improvements (including but not limited to Simon Moon Phase II and Park Street Streetscape)

RESOLUTION 25-114

A REIMBURSEMENT RESOLUTION OF THE CITY OF WESTFIELD, INDIANA, DECLARING ITS OFFICIAL INTENT TO REIMBURSE EXPENDITURES FOR COSTS RELATED TO THE DESIGN, CONSTRUCTION, ACQUISITION AND EQUIPPING OF FIRE STATION 84

WHEREAS, the Common Council (“Council”) of the City of Westfield, Indiana (“City”) in cooperation with the City of Westfield Building Corporation (the “Building Corporation”) intends to acquire, design, construct and equip certain local public improvements comprised of a new fire station to be designated Fire Station 84 (the “Project”) and lease/acquire the Project from the Building Corporation; and

WHEREAS, the City will use available funds on hand to pay for certain costs of the Project; and

WHEREAS, City and Council reasonably expect to reimburse certain costs of the Project and replenish the funds on hand with proceeds of bonds (the “Bonds”), to be issued by the Building Corporation, at the request of the City and Council, pursuant to the provisions of Indiana law, including without limitation Indiana Code 36-1-10, as applicable and as amended; and

WHEREAS, the Council reasonably expects the Building Corporation to issue the Bonds not exceeding \$12,500,000 in aggregate principal amount for purposes of reimbursing the advances and Project expenses paid by the City and paying certain costs of the Project;

NOW, THEREFORE, BE IT RESOLVED that the Council declares its official intent, pursuant to Treasury Regulations Section 1.150-2 and Indiana Code 5-1-14-6(c) to (i) undertake and complete the Project, and (ii) reimburse certain costs expended by the City on the Project with proceeds of the Bonds to be issued by the Building Corporation, at the request of the City and the Council, in an amount not exceeding \$12,500,000 in aggregate principal amount for purposes of reimbursing the City and paying certain costs of such Project.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WESTFIELD,
INDIANA, THIS 24th DAY OF MARCH, 2025.

Voting For

Voting Against

Abstain

Kurt J. Wanninger

Kurt J. Wanninger

Kurt J. Wanninger

Chad Huff

Chad Huff

Chad Huff

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Joe Duepner

Joe Duepner

Joe Duepner

Jon Dartt

Jon Dartt

Jon Dartt

Noah Herron

Noah Herron

Noah Herron

Victor McCarty

Victor McCarty

Victor McCarty

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that RESOLUTION 25-114 was delivered to the Mayor of Westfield on the _____ day of March, 2025 at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE RESOLUTION 25-114
this _____ day of March, 2025

I hereby VETO RESOLUTION 25-114
this _____ day of March, 2025

Scott A. Willis, Mayor

Scott A. Willis, Mayor

ORDINANCE 24-63

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA

WHEREAS, the Westfield City Council (the “Council”) has the authority and desires to annex lands into the municipality as defined by Indiana Code 36-4-3; and,

WHEREAS, one hundred percent (100%) of the owners of the parcels proposed for annexation as identified in **Exhibit A** and **Exhibit B** (the “Annexation Area”) have filed a petition with the Council; and,

WHEREAS, the Council has conducted a public hearing on March 24, 2025 as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 24-152); and,

WHEREAS, the Annexation Area meets the contiguity requirements of Indiana Code 36-4-3-1.5; and,

WHEREAS, the Council now finds that the statutory criteria for annexation have been met; and,

NOW THEREFORE BE IT ORDAINED BY THE WESTFIELD CITY COUNCIL THAT THE OFFICIAL CITY MAP ADOPTED BY REFERENCE IN SECTION 2-515 OF THE WESTFIELD CODE BE MODIFIED AS FOLLOWS:

Section 1. The Annexation Area, generally located on the south side of 191st Street, East of N. East Street, and adjacent to the existing corporate limits along West boundary of the parcels, is hereby annexed to and declared to be a part of the City.

Section 2. The Annexation Area is to further include the contiguous public highways and rights-of-way of the public highways which are adjacent to the annexation area per Indiana Code 36-4-3-2.5.

Section 3. The Annexation Area is hereby assigned to City Council District 3 and shall become a part thereof immediately upon the effective date of this Ordinance.

Section 4. This Ordinance shall be in full force and effect upon its passage by the Council, its publication, and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby repealed. Any portion of the Ordinance later to be found void or invalid shall not affect the remaining portions of this Ordinance.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF APRIL, 2025.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Victor McCarty

Victor McCarty

Victor McCarty

Joe Duepner

Joe Duepner

Joe Duepner

Patrick Tamm

Patrick Tamm

Patrick Tamm

Noah Herron

Noah Herron

Noah Herron

Kurt Wanninger

Kurt Wanninger

Kurt Wanninger

Chad Huff

Chad Huff

Chad Huff

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE 24-63** was delivered to the Mayor of Westfield
on the _____ day of April, 2025, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance 24-63

this _____ day of April, 2025.

Scott A. Willis, Mayor

I hereby VETO Ordinance 24-63

this _____ day of April, 2025.

Scott A. Willis, Mayor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document,
unless required by law: Ryan Collingwood

Prepared by: Ryan Collingwood, Associate Planner
City of Westfield Community Development Department
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

EXHIBIT A

Annexation Area

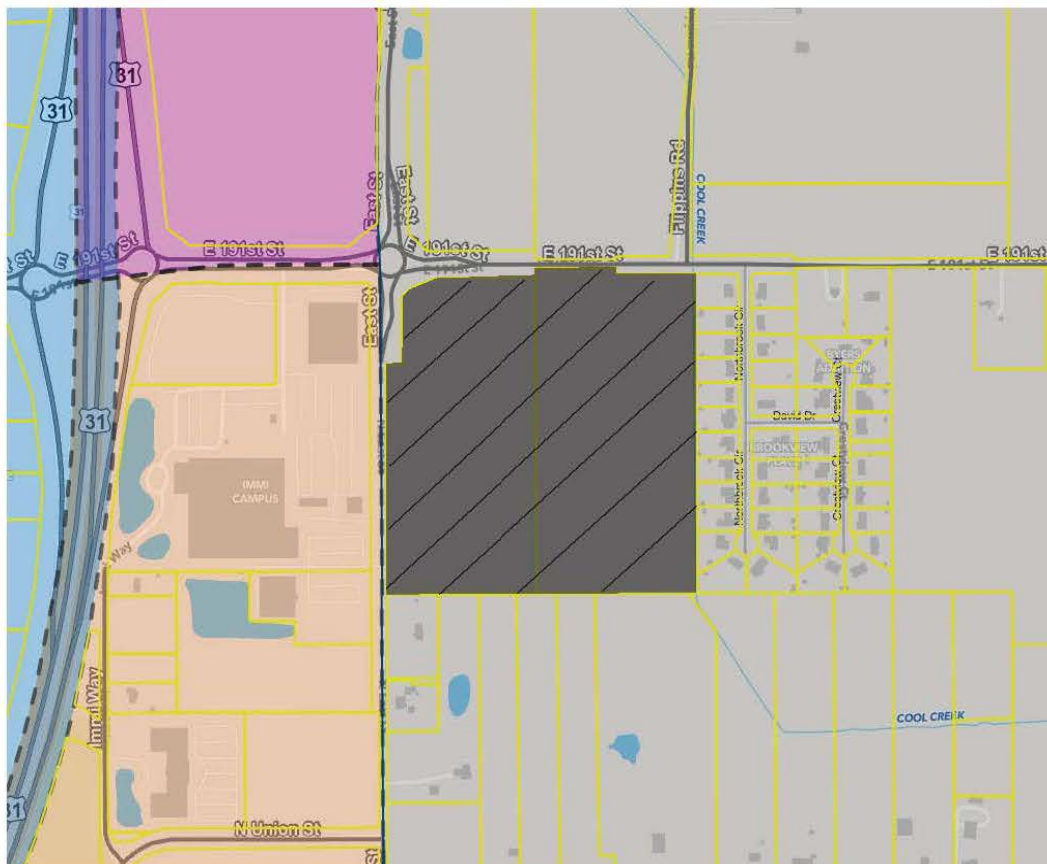


EXHIBIT LEGEND

-  ANNEXATION AREA
  PARCELS
-  EXISTING CITY LIMITS
  STREETS

Not To Scale

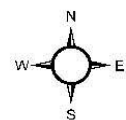


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes two (2) cumulative parcels of land:

PARCEL 1 (08-06-30-00-00-014.001)

A PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, HAMILTON COUNTY, INDIANA, THE FOLLOWING DESCRIPTION IS BASED ON A SURVEY PREPARED BY NORMAN H. HISELMAN, P.S., INDIANA#S0461 OF WEIHE ENGINEERS, INC. UNDER JOB NO. W190005, DATED FEBRUARY 4, 2019, DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION: THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST (BEARINGS BASED UPON STATE PLANE COORDINATES INDIANA EAST ZONE NAD 83 (2011) EPOCH 2010.0) 332.16 FEET ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER TO THE WEST LINE OF THE LANDS TAKEN FOR RIGHT OF WAY FOR 191ST STREET AND THE POINT OF BEGINNING; THENCE CONTINUING NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST 342.72 FEET ALONG SAID SOUTH LINE TO THE EAST LINE OF THE LANDS CONVEYED TO ANTHONY PROPERTIES, L.P. (NOW NORTH WESTFIELD DEVELOPMENTS, LLC WARRANTY DEED RECORDED AS INSTRUMENT NUMBER 2014050892) AS DESCRIBED IN INSTRUMENT NUMBER 9609620991 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE ALONG SAID EAST LINE NORTH 00 DEGREES 04 MINUTES 12 SECONDS EAST 1335.27 FEET TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION (REBAR WITH A CAP MARKED "MILLER" FOUND); THENCE SOUTH 89 DEGREES 51 MINUTES 29 SECONDS EAST 670.63 FEET ALONG THE NORTH LINE OF SAID QUARTER QUARTER SECTION TO THE EAST LINE OF AFORESAID NORTHWEST QUARTER; THENCE SOUTH 00 DEGREES 06 MINUTES 36 SECONDS EAST ALONG SAID EAST LINE 651.96 FEET TO THE NORTH LINE OF THE LANDS TAKEN FOR RIGHT OF WAY OF FLIPPINS ROAD, THE NEXT FIVE COURSES ARE ALONG SAID RIGHT OF WAY; THENCE NORTH 84 DEGREES 54 MINUTES 09 SECONDS WEST 32.81 FEET; THENCE SOUTH 07 DEGREES 22 MINUTES 16 SECONDS WEST 340.27 FEET; THENCE SOUTH 05 DEGREES 05 MINUTES 51 SECONDS WEST 317.43; THENCE SOUTH 89 DEGREES 46 MINUTES 30 SECONDS WEST 226.13 FEET; THENCE SOUTH 00 DEGREES 13 MINUTES 30 SECONDS EAST 33.16 FEET TO THE POINT OF BEGINNING CONTAINING 19.26 ACRES MORE OR LESS.

PARCEL 2 (08-06-30-00-00-014.000)

A PART OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST OF THE SECOND PRINCIPAL MERIDIAN, HAMILTON COUNTY, INDIANA, THE FOLLOWING DESCRIPTION IS BASED ON A SURVEY PREPARED BY NORMAN H. HISELMAN, P.S., INDIANA#S0461 OF WEIHE ENGINEERS, INC. UNDER JOB NO. W190005, DATED FEBRUARY 4, 2019, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF QUARTER QUARTER SECTION; THENCE NORTH 89 DEGREES 46 MINUTES 30 SECONDS WEST (BEARINGS BASED UPON STATE PLANE COORDINATES INDIANA EAST ZONE NAD 83 (2011) EPOCH 2010.0) ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 332.11 TO WEST LINE OF THE LANDS TAKEN FOR THE RIGHT OF WAY OF 191ST STREET AND THE POINT OF BEGINNING, THE NEXT TWO COURSES ARE ALONG SAID RIGHT OF WAY; THENCE SOUTH 00 DEGREES 13 MINUTES 30 SECONDS WEST 36.84 FEET; THENCE SOUTH 89 DEGREES 46 MINUTES 30

SECONDS EAST 332.24 TO THE EAST LINE OF SAID QUARTER QUARTER; THENCE ALONG SAID EAST LINE SOUTH 00 DEGREES 01 MINUTES 04 SECONDS WEST 1302.44 FEET TO THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION (IRON PIN FOUND MARKED WITH A "MILLER" CAP); THENCE NORTH 89 DEGREES 55 MINUTES 27 SECONDS WEST 676.05 FEET TO THE EAST LINE OF THE LANDS CONVEYED TO ANTHONY PROPERTIES, L.P. (NOW NORTH WESTFIELD DEVELOPMENTS, LLC AS DESCRIBED IN INSTRUMENT NUMBER 2014050892) AS DESCRIBED IN INSTRUMENT NUMBER 2005000786116 AND RECORDED IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE ALONG SAID EAST LINE NORTH 00 DEGREES 04 MINUTES 12 SECONDS EAST 1341.03 FEET TO THE NORTH LINE OF SAID QUARTER QUARTER SECTION; THENCE SOUTH 89 DEGREES 46 MINUTES 30 SECONDS EAST 342.72 FEET TO THE POINT OF BEGINNING CONTAINING 20.50 ACRES MORE OR LESS.

Annexation Area

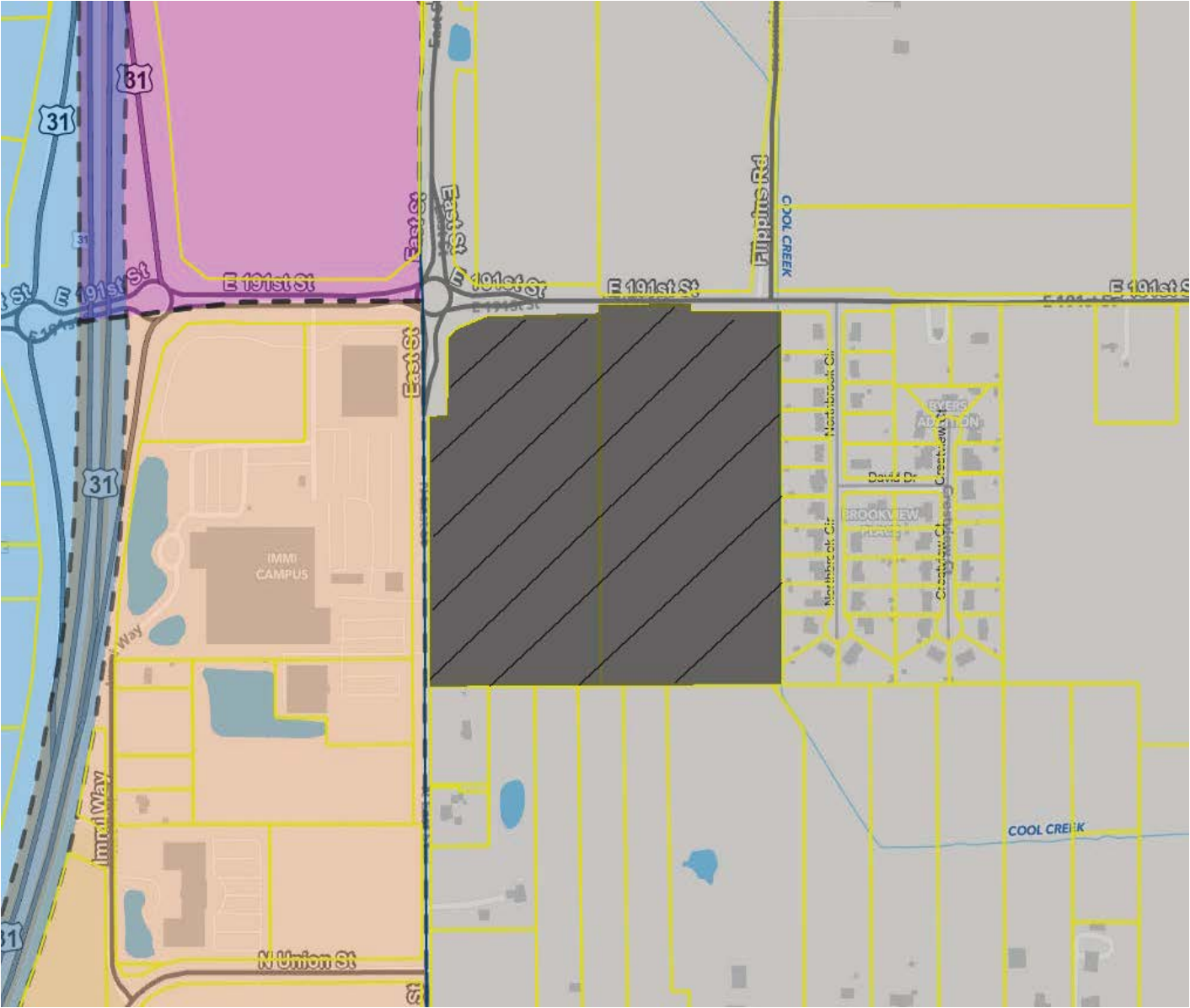


EXHIBIT LEGEND

- | | |
|--|---|
|  ANNEXATION AREA |  PARCELS |
|  EXISTING CITY LIMITS |  STREETS |

ORDINANCE 25-11

AN ORDINANCE ANNEXING CERTAIN REAL ESTATE TO THE CITY OF WESTFIELD, HAMILTON COUNTY, INDIANA

WHEREAS, the Westfield City Council (the “Council”) has the authority and desires to annex lands into the municipality as defined by Indiana Code 36-4-3; and,

WHEREAS, one hundred percent (100%) of the owners of the parcels proposed for annexation as identified in **Exhibit A** and **Exhibit B** (the “Annexation Area”) have filed a petition with the Council; and,

WHEREAS, the Council has conducted a public hearing on March 24, 2025 as required by law with regard to the annexation of the Annexation Area; and,

WHEREAS, the Council has adopted a fiscal plan for the annexation of the Annexation Area in accordance with Indiana Code 36-4-3-3.1 (Resolution 25-110); and,

WHEREAS, the Annexation Area meets the contiguity requirements of Indiana Code 36-4-3-1.5; and,

WHEREAS, the Council now finds that the statutory criteria for annexation have been met; and,

NOW THEREFORE BE IT ORDAINED BY THE WESTFIELD CITY COUNCIL THAT THE OFFICIAL CITY MAP ADOPTED BY REFERENCE IN SECTION 2-515 OF THE WESTFIELD CODE BE MODIFIED AS FOLLOWS:

Section 1. The Annexation Area, generally located on the south side of 196th Street, East and West of East Street, West of Flippins Road, and adjacent to the existing corporate limits along West boundary of the parcels, is hereby annexed to and declared to be a part of the City.

Section 2. The Annexation Area is to further include the contiguous public highways and rights-of-way of the public highways which are adjacent to the annexation area per Indiana Code 36-4-3-2.5.

Section 3. The Annexation Area is hereby assigned to City Council District 3 and shall become a part thereof immediately upon the effective date of this Ordinance.

Section 4. This Ordinance shall be in full force and effect upon its passage by the Council, its publication, and upon the passage of any applicable waiting period, all as provided by the laws of the State of Indiana. All ordinances or parts thereof in conflict herewith are hereby repealed. Any portion of the Ordinance later to be found void or invalid shall not affect the remaining portions of this Ordinance.

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF APRIL, 2025.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Victor McCarty

Victor McCarty

Victor McCarty

Joe Duepner

Joe Duepner

Joe Duepner

Patrick Tamm

Patrick Tamm

Patrick Tamm

Noah Herron

Noah Herron

Noah Herron

Kurt Wanninger

Kurt Wanninger

Kurt Wanninger

Chad Huff

Chad Huff

Chad Huff

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE 25-11** was delivered to the Mayor of Westfield
on the _____ day of April, 2025, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance 25-11

this _____ day of April, 2025.

Scott A. Willis, Mayor

I hereby VETO Ordinance 25-11

this _____ day of April, 2025.

Scott A. Willis, Mayor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document,
unless required by law: Ryan Collingwood

Prepared by: Ryan Collingwood, Associate Planner
City of Westfield Community Development Department
2728 East 171st Street, Westfield, IN 46074, (317) 804-3170

EXHIBIT A

Annexation Area

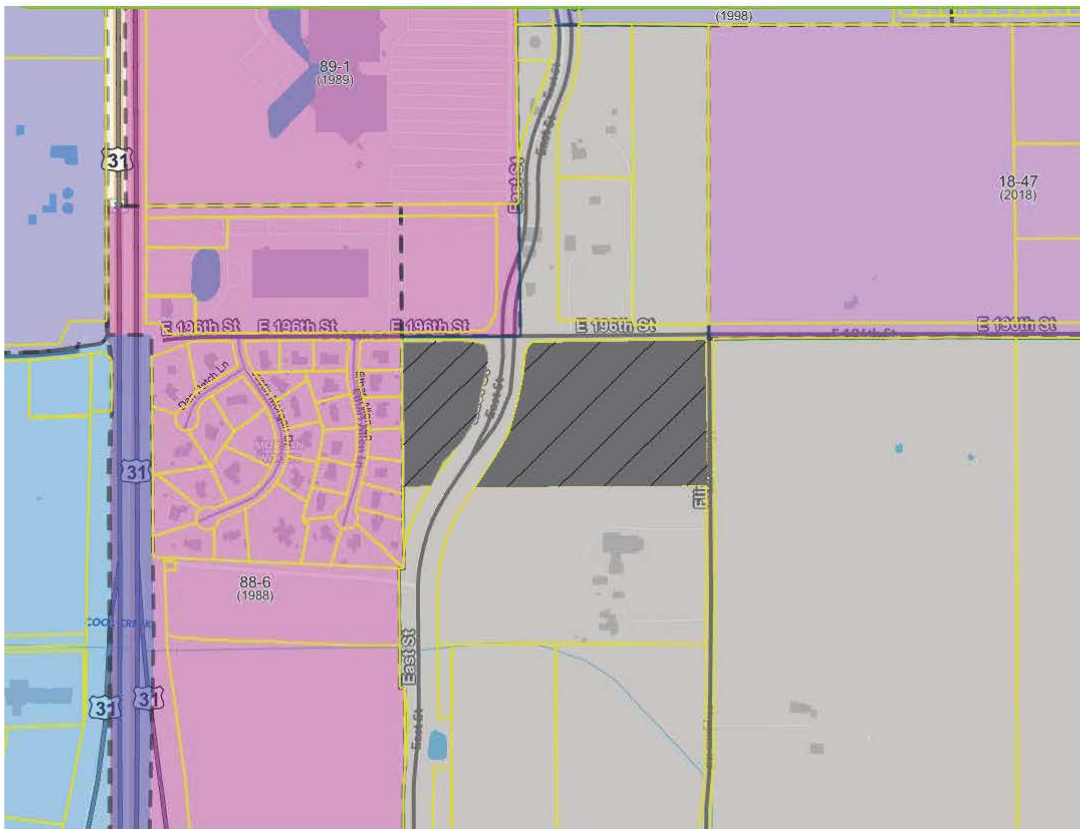


EXHIBIT LEGEND

- | | | | |
|---|----------------------|---|---------|
|  | ANNEXATION AREA |  | PARCELS |
|  | EXISTING CITY LIMITS |  | STREETS |

Not To Scale

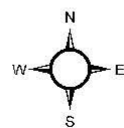


EXHIBIT B
ANNEXATION AREA
LEGAL DESCRIPTION

This description includes one (1) parcel of land:

AREA "A"

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA AND BEING A PART OF THE LANDS NOW OR FORMERLY OWNED BY THE CAROLYN CHANCE EXEMPT TRUST NO. 2 FOR DAVID M. CHANCE AND DESCENDANTS AS RECORDED IN INSTRUMENT NUMBER 2023033466 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST, SAID CORNER ALSO BEING IN THE APPROXIMATE CENTERLINE OF 196TH STREET; THENCE SOUTH 89 DEGREES 54 MINUTES 41 SECONDS EAST 331.66 FEET ALONG THE NORTH LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 30, ALSO BEING THE APPROXIMATE CENTERLINE OF 196TH STREET TO THE WEST RIGHT-OF-WAY LINE OF EAST STREET; THENCE; SOUTH 27 DEGREES 20 MINUTES 38 SECONDS EAST 71.79 FEET ALONG SAID WEST RIGHT-OF-WAY LINE TO A POINT NON-TANGENT ON A CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG SAID CURVE AN ARC LENGTH OF 439.83 FEET WITH A RADIUS OF 720.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 17 DEGREES 26 MINUTES 30 SECONDS WEST AND A CHORD DISTANCE OF 433.02 FEET TO THE POINT OF CURVATURE; THENCE SOUTH 34 DEGREES 56 MINUTES 30 SECONDS WEST 168.36 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE EAST; THENCE SOUTHERLY ALONG SAID CURVE AN ARC LENGTH OF 35.74 FEET WITH A RADIUS OF 880.00 FEET SUBTENDED BY A CHORD BEARING OF SOUTH 33 DEGREES 46 MINUTES 41 SECONDS WEST AND A CHORD DISTANCE OF 35.74 FEET TO THE SOUTH LINE OF THE GRANTOR'S LAND, ALSO BEING THE NORTH LINE OF THE LANDS NOW OR FORMERLY OWNED BY MICHAEL E. GOLLNER AND AND TERI J. GOLLNER AS RECORDED IN INSTRUMENT NUMBER 2017037494 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 89 DEGREES 50 MINUTES 40 SECONDS WEST 119.10 FEET ALONG SAID SOUTH LINE AND SAID NORTH LINE TO THE WEST LINE OF SAID EAST HALF QUARTER SECTION, ALSO BEING ON THE EAST LINE OF LOT 5 OF MORGAN WOODS SECTION ONE AS RECORDED IN INSTRUMENT NUMBER 1972004654; THENCE NORTH 0 DEGREES 02 MINUTES 57 SECONDS EAST 644.78 FEET ALONG SAID WEST LINE AND SAID EAST LINE OF SAID LOT 5 AND THE EAST LINES OF LOTS 1 THROUGH 4 OF SAID MORGAN WOODS SECTION ONE TO THE POINT OF BEGINNING CONTAINING 4.259 ACRES, MORE OR LESS.

AREA "B"

A PART OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST, HAMILTON COUNTY, INDIANA AND BEING A PART OF THE LANDS NOW OR FORMERLY OWNED BY THE CAROLYN CHANCE EXEMPT TRUST NO. 2 FOR DAVID M. CHANCE AND DESCENDANTS AS RECORDED IN INSTRUMENT NUMBER 2023033466 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 19 NORTH, RANGE 4 EAST, SAID CORNER BEING AT THE INTERSECTION OF 196TH STREET AND FLIPPINS ROAD; THENCE SOUTH 0 DEGREES 05 MINUTES 04 SECONDS EAST 646.34 FEET ALONG THE EAST LINE OF SAID HALF QUARTER SECTION TO THE SOUTHEAST CORNER OF THE GRANTOR'S LAND, ALSO BEING THE NORTHEAST CORNER OF THE LANDS NOW OR FORMERLY OWNED BY MICHAEL E. GOLLNER AND TERI J. GOLLNER AS RECORDED IN INSTRUMENT NUMBER 20170379494 IN THE OFFICE OF THE RECORDER OF HAMILTON COUNTY, INDIANA; THENCE NORTH 89 DEGREES 50 MINUTES 40 SECONDS WEST 1,007.06 FEET ALONG THE SOUTH LINE OF THE GRANTOR'S LAND, ALSO BEING THE NORTH LINE OF SAID GOLLNER PROPERTY TO THE EAST RIGHT-OF-WAY LINE OF EAST STREET; THENCE NORTH 34 DEGREES 56 MINUTES 30 SECONDS EAST 89.97 FEET ALONG THE EAST RIGHT-OF-WAY LINE OF SAID EAST STREET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG SAID CURVE AN ARC LENGTH OF 540.62 FEET WITH A RADIUS OF 885.00 FEET SUBTENDED BY A CHORD BEARING OF NORTH 17 DEGREES 26 MINUTES 30 SECONDS EAST AND A CHORD DISTANCE OF 532.25 FEET TO THE POINT OF TANGENCY; THENCE NORTH 21 DEGREES 20 MINUTES 46 SECONDS WEST 67.93 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE NORTH LINE OF SAID HALF QUARTER SECTION, ALSO BEING THE CENTERLINE OF 196TH STREET; THENCE SOUTH 89 DEGREES 54 MINUTES 41 SECONDS EAST 770.31 FEET ALONG SAID NORTH LINE OF SAID HALF QUARTER SECTION AND SAID CENTERLINE OF 196TH STREET TO THE POINT OF BEGINNING CONTAINING 12.683 ACRES, MORE OR LESS.

Annexation Area

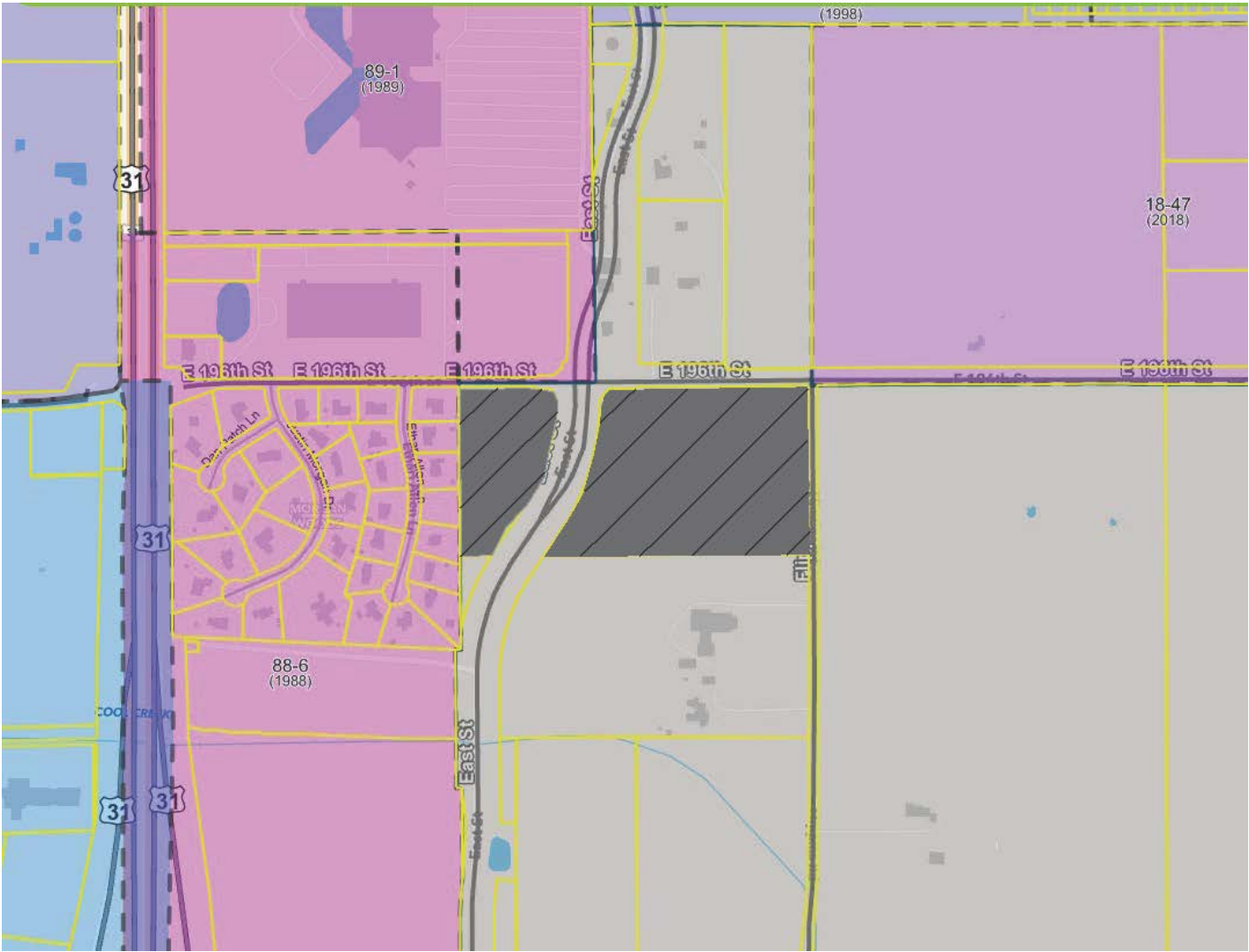
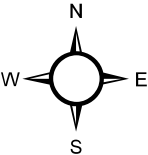


EXHIBIT LEGEND

- | | | | |
|---|----------------------|---|---------|
|  | ANNEXATION AREA |  | PARCELS |
|  | EXISTING CITY LIMITS |  | STREETS |

Not To Scale



ORDINANCE NUMBER 25-13

AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE UNIFIED DEVELOPMENT ORDINANCE

“Towne Road Crossing PUD District – 2025 Amendment I”

This is a Planned Unit Development District Ordinance (to be known as the "**Towne Road Crossing PUD District – 2024 Amendment I**") to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "UDO"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

WHEREAS, the City of Westfield, Indiana (the "City") and the Township of Washington, both of Hamilton County, Indiana are subject to the Unified Development Ordinance;

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) enacted Ordinance No. 07-26 (the “Towne Road Crossing PUD Ordinance”), on December 10, 2007;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 2504-PUD-04**), requesting an amendment to the UDO and the Zoning Map with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 2504-PUD-04** to the Common Council with a _____ recommendation (**-**) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2025;

WHEREAS, the Common Council is subject to the provisions of the Indiana Code §36-7-4-1507 and Indiana Code § 36-7-4-1512 concerning any action on this request; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the Unified Development Ordinance and Zoning Map are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 This Ordinance, which shall be referred to as the “**Towne Road Crossing PUD District – 2025 Amendment I**” (the “District”), shall amend and replace in its

entirety the Towne Road Crossing PUD Ordinance and any related zoning commitments, if any, as applicable to the Real Estate. The Unified Development Ordinance and Zoning Map are hereby changed to designate the Real Estate the Towne Road Crossing PUD District – 2025 Amendment I.

- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the provisions of the City of Westfield Unified Development Ordinance, as amended, and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance.
- 1.3 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the UDO.
- 1.4 All provisions and representations of the UDO that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. **Definitions.** Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the UDO.

- 2.1 Area(s): A discrete geographic area within the District. The District contains four (4) Areas, "Area A", "Area B", "Area C", and "Area D", which are identified on the attached Area Plan included as, **Exhibit C**, and conceptually represented on the Concept Plan. The Areas are further regulated by the terms of this Ordinance.
- 2.2 Area A: The part of the Real Estate depicted on the District Map as Area A including Single-family Dwellings.
- 2.3 Area B: The part of the Real Estate depicted on the District Map as Area B including Single-family Dwellings.
- 2.4 Area C: The part of the Real Estate depicted on the District Map As Area C including Townhome Dwellings.
- 2.5 Area D: The part of the Real Estate depicted on the District Map as Area D including commercial uses.
- 2.6 Area Plan: The map as illustrated on what is attached hereto as **Exhibit C** which outlines the four (4) individual Areas of the District.
- 2.7 Single Family – A: Lots consisting of Single-Family detached homes in Area A.
- 2.8 Single Family – B: Lots consisting of Single-Family detached homes in Area B.
- 2.9 Townhome Lots: Lots consisting of Townhome Dwellings in Area C.
- 2.10 Underlying Zoning District: The Zoning District of the Unified Development

Ordinance that shall govern the development of this District and its various Areas, as set forth in Section 4 of this Ordinance.

Section 3. **Concept Plan.** The Concept Plan, attached hereto as **Exhibit B**, is hereby incorporated in accordance with Article 10.10(F)(2) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan.

- 3.1 The District is hereby divided into four (4) areas as illustrated on the Area Map and Concept Plan and labeled as Single Family – A (Areas A), Single Family – B (Area B), Townhomes (Area C) and Commercial – (Area D), (individually or collectively, “Area”). Development of each Area shall be regulated as set forth in this Ordinance.
- 3.2 The details and determination between dry or wet detention/retention areas shall be finalized at the time of Secondary Plat and Construction Plan review.
- 3.3 Following detailed site engineering, the configuration and layout of rights-of-way, individual lots and common areas may change from what is shown on the Concept Plan herein; however, the Real Estate shall be developed in general conformance with the Concept Plan as determined and approved by the Director.

Section 4. **Underlying Zoning District(s).** The Underlying Zoning District shall be set forth below as illustrated on the attached Concept Plan.

- 4.1 Area A: SF3: Medium Density District.
- 4.2 Area B: SF4: Single-Family High Density District.
- 4.3 Area C: SFA: Single-Family Attached District. The only residential use permitted shall be Townhomes.
- 4.4 Area D: GB: General Business District. The State Highway 32 Overlay District (or provisions thereof) shall apply to the Real Estate only as expressly provided in this Ordinance.

Section 5. **Permitted Uses.** The permitted uses shall be as set forth below:

- 5.1 Area A, Area B, and Area C: All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted except as otherwise modified below.
 1. Dwelling, Single-family Detached shall be the only Dwelling type

permitted in Area A and Area B.

2. Educational Institutions shall be prohibited in Area A.
3. Dwelling, Townhouse shall be the only Dwelling type permitted in Area C.
4. The total number of Dwelling Units permitted on the Real Estate shall not exceed two-hundred and ninety-six (296).

5.2 Area D: All uses permitted in the Underlying Zoning District, as set forth in Chapter 4 and Chapter 13 of the UDO, shall be permitted except as otherwise modified below.

1. Gasoline Service Station (fueling station) shall be permitted and shall be limited to one (1) in Area D.
2. No more than two (2) freestanding (single-use building) uses shall include drive-thru service on the Real Estate. Further, multi-tenant buildings that include drive-thru service shall be permitted and not subject to the single-use building limitation.
3. The following uses shall be prohibited on the Real Estate: all car wash uses, automobile rental, pawn shop, tattoo parlor, tobacco shop, billiard parlor, cemetery monument sales, and truck and trailer sales/rental.

Section 6. **General Regulations.** The standards of Chapter 4: Zoning Districts, as applicable to the Underlying Zoning District, shall apply to the development of the District, except as otherwise modified below.

6.1 Area A – Area C: The following standards shall be applied to the Areas:

Standard	Area A	Area B	Area C
Minimum Lot Area	8,000sqft	5,500sqft	No Minimum
Minimum Lot Frontage	40'	40'	No Minimum
Minimum Building Setback			
Front Yard	20'	*10'	0'
Side Yard	5'	**3'	0'
Rear Yard	20'	***20'	0'
Minimum Distance Between Buildings	Not Applicable	Not Applicable	20'

Minimum Lot Width	80'	50'	No Minimum
Maximum Building Height	2 ½ Stories	2 ½ Stories	3 Stories
Max. Dwelling Units Per Building	Not Applicable	Not Applicable	6
Minimum Living Area (Total)			
Single Story	1,800sqft	1,400sqft	Not Applicable
Two Story	1,800sqft	1,400sqft	Not Applicable
Total Living Area	Not Applicable	Not Applicable	1,250

*Porches, stoops and steps are permitted to encroach by 3' into the setback.

**10' where adjacent to an alley.

***20' shall be required between alley pavement and garage doors.

6.2 Area D: Section 4.16(A) thru 4.16(I) of the UDO shall not apply to Area D, rather the following shall apply:

1. Minimum Lot Area: No minimum
2. Minimum Lot Frontage: 0 feet, however, all Lots shall have vehicular access.
3. Minimum Front Yard Building Setback:
 - A. State Road 32 Right-of-Way: 60 feet
 - B. All other right-of-way: 20 feet
4. Minimum Side Yard Building Setback (internal to Area): 0 feet
5. Minimum Side Yard or Rear Yard Building Setback abutting Area perimeter: 0 feet
6. Minimum Rear Yard Building Setback (internal to Area): 0 feet
7. Minimum Lot Width: No minimum
8. Minimum Building Height: 18 feet (measured at or top of parapet wall for flat roof buildings)
9. Maximum Building Height: 0 feet

- 10. Minimum Building Size: No minimum
- 11. Development Plan Required: Required.

Section 7. **Development Standards.** The standards of Chapter 6: Development Standards shall apply to the development of the District, except as otherwise modified below.

7.1 Area A, and Area B – Single-family Detached Dwellings:

A. Article 6.3 Architectural Standards: Shall apply, except as modified below:

- A. Character Exhibit: The Character Exhibit, attached hereto as **Exhibit D**, is hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be constructed in each Area of the District. General Conformance with **Exhibit D**, as determined by the Director of Community Development, shall be required.
- B. Architectural Standards – Area A and Area B: Article 6.3(C) shall apply to Area A and Area B except as modified below:
 - a. Perimeter Lots: Article 6.3(C)(1) shall apply to Area A.
 - b. Streetscape Diversity: Article 6.3(C)(2) shall apply as modified below.
 - i. Dwellings in Area A comply with the winding streets or similar development design standard of Article 6.3(CC)(2)(b) and Article 6.3(C)(2)(c) shall apply, thereby meeting two (2) of the three (3) design objectives of Article 6.3(C)(2).
 - ii. Dwellings in Area B shall have alley access with real-load garages and Article 6.3(C)(2)(c) shall apply, thereby meeting two (2) of the three (3) design objectives of Article 6.3(C)(2).
 - c. Building Materials: In addition to Article 6.3(C)(3) Building Materials, vinyl and aluminum siding shall be prohibited.
 - d. Minimum Overhang: The roof overhang or eaves shall be a minimum of eight inches (8”), as measured prior to the installation of Masonry Materials.

e. Garage Composition and Orientation:

- i. All Dwellings shall have a minimum two (2) car attached garage.
- ii. Garage door designs shall include a variety of design elements including windows and/or hardware to vary the appearance of garage doors based on the architectural style of the dwelling. No more than fifty (50) percent of the Lots within each Area shall have garage doors including the same window and hardware treatment.
- iii. A minimum of two (2) garage door styles shall be utilized.
- iv. All garage doors shall be cased with either masonry or trim not less than a nominal six inches (6”) wide.

f. Front Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Front Building Façade:

- i. At a minimum, the Front Building Façade shall have a two-foot (2’) knee wall of Masonry Material (exclusive of doors, windows, garage doors and areas under covered porches). The exterior Building Materials shall consist of Masonry Material and two (2) of the following materials: composite trim, composite veneer panels, horizontal siding, shake siding, and board and batten siding.
- ii. A minimum of two (2) six-inch (6”) offsets or one (1) four-foot (4’) offset, both of which is a minimum height equivalent to one-story, excluding relief for doors, windows, and garages (homes incorporating two (2) or more architectural breaks shall be deemed to have met two (2) of the element requirements).
- iii. All front door entranceways shall have a twenty-four square foot (24sqft) minimum covered roof area.
- iv. The roof design shall consist of at least one of the following features: a hip roof, dormer, Dutch hip, jerkinhead roof, shed roof accent, cornice returns, multiple gables, or two (2) or more roof planes.

g. Side Building Façade Requirements: Each Dwelling shall

utilize a minimum of two (2) of the following architectural elements on each Side Building Façade. Side Building Façades adjoining a street internal to the District, which are located on a corner lot shall utilize a minimum of three (3) of the architectural elements noted below on the Side Building Façade that adjoins the internal street:

- i. Architecturally-enhanced trim a minimum of a nominal six inches (6”) wide.
- ii. Architectural treatment (e.g., brackets, louvers, change in material pattern, etc.) on gable ends.
- iii. Sunroom or morning room with a minimum one hundred square feet (100sqft) of additional living space located on Side or Rear Façade.
- iv. A window bay or box out not less than six feet (6’) wide.
- v. Hip roof.
- vi. Roofline direction change, roofline height change, or two (2) or more roof planes.
- vii. A minimum of two (2) or more windows per each Side Building Façade.
- viii. A minimum of two (2) six-inch (6”) offsets or one (1) four-foot (4’) deep offset which is a minimum height equivalent to one-story.

B. Landscaping Standards: Shall apply, except as otherwise modified or enhanced below.

1. Street Trees: Article 6.8(J) Street Trees shall apply with the following exceptions:
 - a. A minimum spacing requirement of at least twenty-five (25) feet shall apply.
2. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Requirements shall apply except as enhanced below:
 - a. At a minimum, all Established Front Yards shall be

sodded and the remainder of the Lot shall be seeded.

7.2. Area C - Townhomes:

- A. The State Highway 32 Overlay District shall not apply to Area C.
- B. Architectural Standards: Article 6.3 Architectural Standards: Shall apply, except as modified below.
 - 1. Character Exhibit: The Character Exhibit for Townhomes, attached hereto as **Exhibit D**, is hereby incorporated as a compilation of images designed to capture the intended architecture of structures to be constructed in Area C. General Conformance with Exhibit D, as determined by the Director of Community Development, shall be required.
 - 2. Perimeter Lots: Article 6.3(C)(1) shall apply to the Lots directly adjacent to Towne Road.
 - 3. Streetscape Diversity: Article 6.3(C)(2) shall not apply, rather the standards included in Section 7.2.B.8 of this Ordinance shall apply.
 - 4. Building Materials: In addition to Article 6.3(C)(3) Building Materials, vinyl and aluminum siding shall be prohibited.
 - 5. Minimum Overhang: The primary/main roof overhang or eaves shall be a minimum of eleven inches (11”) on all facades of each Building, as measured prior to the installation of any Masonry Materials.
 - 6. Garages: All Dwellings shall have an attached two (2) car garage. Streetscape Diversity: Article 6.3(C)(4) shall not apply.
 - 7. Roof Pitch:
 - a. The minimum primary/main and secondary roof pitches of all townhome buildings and garage buildings shall be no less than 6:12.
 - b. Shed roof dormer accents shall be no less than 3:12.
 - 8. Front Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Front Building Façade unless specifically noted otherwise:
 - a. Shall consist of Masonry Material and two (2) of the following materials: composite trim, composite veneer

- panels, horizontal siding, shake siding or board and batten siding.
 - b. Shutters or a six-inch (6”) nominal trim board on all operable windows shall apply unless wrapped in masonry.
 - c. A minimum of one (1) offset at least one-foot (1’) deep by a minimum height equivalent to one-story (exclusive of relief for doors, windows and other openings). Said relief could be either on the first floor or second floor.
 - d. A minimum of five (5) windows.
 - e. Front door entranceways shall be covered by a porch not less than three feet (3’) deep by five feet (5’) wide (prior to installation of any Masonry Material).
 - f. The roof design shall consist of at least one (1) of the following features: dormer, jerkinhead roof, shed roof accent, cornice returns, gables, or two (2) or more roof planes.
 - g. Gable ends shall include a minimum of one of the following architectural treatments: brackets, trim detail, change in material pattern, sub-rake board not less than four-inch (4”) nominal width or composite veneer panels.
9. Side Building Façade Requirements: At a minimum, the side elevation for each end unit on each Townhome building shall utilize the following architectural elements (exclusive of common firewalls separating units contained in same building structure):
- a. A minimum of two (2) windows.
 - b. All windows shall have a minimum four-inch (4”) nominal width trim.
 - c. A two-foot (2’) wide return of Masonry Material extending from the front on the first floor.
 - d. Architectural treatment (trim detail, a change in material pattern, etc.) shall be utilized on gable ends and shall be required on the corresponding end unit’s garage side elevation.
 - e. For all Townhomes abutting a Common Area or Public Street, a two-foot (2’) masonry knee wall shall apply to the exposed façade(s).

10. Rear Building Façade Requirements: At a minimum, each Dwelling shall utilize the following architectural elements on the Rear Façade:

- a. A minimum of three (3) windows.
- b. All windows shall have a minimum four-inch (4”) nominal width trim.

C. Landscaping Standards: Shall apply, except as otherwise modified or enhanced below.

1. Street Trees: Article 6.8(J) Street Trees shall apply with the following exceptions:

- a. A minimum spacing requirement of at least twenty-five (25) feet shall apply.
- b. Trees planted in the front yard of lots along 175th Street shall qualify in meeting the Street Tree standard.

2. Lot Landscaping: Article 6.8(K) Minimum Lot Landscaping Townhomes:

- a. A minimum of: one (1) Shade Tree and four (4) Shrubs shall be required per Townhome Dwelling.
- b. Each Townhome on a Corner Lot shall have one (1) additional Shade Tree in the Front Yard.

7.2 Area D:

A. Accessory Uses and Building Standards: The Accessory Building requirements of the UDO (Article 6.1 Accessory Use and Building Standards) shall apply; however, Article 6.1(H)(2) and Article 6.1(H)(5) Screening of Receptacles and Loading areas shall be modified to permit trash enclosures to be located within the Established Front Yard excluding State Road 32. If the enclosures are attached to the Principal Building(s), then the opaque gates may be oriented towards the internal Frontage Road.

B. Business District Architectural Standards: Article 6.3(F) of the UDO shall apply as modified by this Ordinance and the State Highway 32 Overlay standards of the UDO.

1. Article 6.3(F)(11)(c) shall not all, a canopy may have a flat roof.
- C. Article 6.8 Landscaping Standards: Shall apply, except as otherwise modified or enhanced below:
1. Foundation Plantings: Article 6.8(L) Foundation Plantings shall apply, except as modified below:
 - a. Foundation Plantings requirement shall not apply (i) to a Building Façade oriented toward the internal Frontage Road, (ii) where a drive-thru aisle is located and (iii) adjacent to a loading areas.
 - b. Planters located at the base of a building or attached to a façade shall be counted to meet this requirement.
 - c. Planting beds shall be a minimum of five (5) feet in width.
 2. Sidewalks: Paths and sidewalks shall be permitted within the planting area.
 3. External Street Frontage Landscaping Requirements: Article 6.8(M) shall apply as modified below.
 - a. Where overlapping the grater of the Parking Area Landscaping, External Street Frontage Landscaping standard shall apply (these standards shall not be cumulative.
 4. Buffer Yards: Article 6.8(N) Buffer Yard Requirements and common area landscaping requirements shall apply except as modified below.
 - a. No Buffer Yard shall be required along the West perimeter of the Real Estate in Area B, Area C and Area D. In Area A (along the west perimeter of the Real Estate) there shall be a twenty (20) foot Tree Preservation Easement. No tree inventory shall be required in this area.
 - b. No Buffer Yard shall be required where the perimeter of the Real Estate is within the Flood Zone. Tree Preservation shall be provided in Area A, Area B and Area C. No tree inventory shall be required in these areas. Existing trees will be preserved unless they are in an area required to be removed by Westfield Public Works, Hamilton County, IDNR,

IDEM, and/or FEMA as part of the review of Construction Plans.

- c. No berms shall be required within Buffer Yards.
- d. No Buffer Yard shall be required between Uses or Areas internal to the Real Estate and adjacent to the parcel identified by Hamilton County Tax Parcel 08-09-05-00-00-013.000.
- e. Common Areas shall not be located upon Lots.

- 5. Perimeter Drainage and Utility Easements: Landscaping within Legal Drain, drainage, and/or utility easements required by the Hamilton County Surveyors Office (the “County”) or the Department of Public Works around the perimeter of Lots including road frontages (the “Easements”) is restricted. As a result, if plantings required by this Ordinance are not permitted by the County or City within the Easements, then the required plantings shall be relocated and installed elsewhere on the Real Estate. If the relocation of plantings results in planting congestion or is otherwise contrary to landscaping best management practices, then the Director of Community Development or Plan Commission may approve a landscape plan with fewer plantings than otherwise required.

D. Article 6.14 Parking Standards: Shall apply, except as otherwise modified below:

- 1. Parking Space requirements for all non-residential uses shall be determined by the Director based upon data supplied by the Applicant at the time of Detailed Development Plan review.

Section 8. **The State Highway 32 Overlay District.** Article 5.3 of the UDO shall apply, except as otherwise modified or enhanced below.

- 8.1 Access Control Requirements: Access Shall be limited to Towne Road and one additional access as generally illustrated on the Concept Plan.
- 8.2 Building Size Requirements: The Minimum Gross Floor Area (GFA) of all buildings shall be four thousand (4,000) square feet. The GFA shall include a maximum of one thousand (1,000) square feet of all pergolas, hardscaped outdoor seating, public art, artistic landscaping, and amenities. A Gasoline Service Station shall not be subject to this minimum building size standard.
- 8.3 Architectural Design Requirements: Article 5.3(K) State Highway 32 Overlay

District (the “32 Overlay”) shall apply except as modified below:

- A. Fueling Station Canopy: Article 5.3(K)(2)(j) shall permit a flat roof. Canopy fascia and canopy roof materials shall match the color and texture of the Principal Building. Additionally, in order to reduce the visual impact of the canopy structure and corresponding lighting, the maximum height to the top of the canopy shall be twenty-two (22’) feet. The maximum width of the canopy fascia shall be thirty (30”) inches.

Section 9. **Infrastructure Standards.** The District’s infrastructure shall comply with the Unified Development Ordinance and the City’s Construction Standards (see Chapter 7: Subdivision Regulations), with the following exception and /or unless otherwise approved by the Plan Commission or Department of Public Works in consideration to the preservation of the natural topography and environment and in consideration to the unique design intent of the District.

- 9.1 **Exhibit E** includes permitted cross sections for alley and non-standard road cross sections as illustrated on the Concept Plan.
- 9.2 The area outline in Red on the Concept Plan shall be dedicate the City to accommodate the construction of Towne Road.

Section 10. **Design Standards.** The standards of Chapter 8: Design Standards shall apply to the development of the District, except as otherwise modified below.

- 10.1 **Article 8.6 Open Space and Amenity Standards:** Shall apply except as otherwise modified or enhanced below.
 - A. **Minimum Open Space:** Common Area Open space shall be a minimum of twenty (20%) percent of the aggregate of Area A, Area B and Area C of the Real Estate, as generally shown on the Concept Plan.
 - B. **Pedestrian Network Standards:** A network of sidewalks and trails shall be installed as generally depicted on **Exhibit B.**
 - 1. The final locations are subject to existing easements and final engineering. If paths are prevented from being installed as generally shown, then alternative path locations shall be approved by the Director.
 - 2. Named Trials (i) in or adjacent to right-of-way , (ii) in green belt buffers, and/or (iii) adjacent to Front Yards, do not require stone shoulders.

- C. Amenities: Construction of amenities shall commence no later than issuance of one-hundred and forty-five (145) dwelling units, or fifty (50) percent of the Lots within Area A &B, whichever comes first.
1. The amenities shall include, but shall not be limited to the following:
 - a. Playground: Playground equipment shall be provided.
 - b. Shade Pavilion: A shade pavilion including seating shall be provided.
 - c. Bathhouse Building: A Bathhouse Building shall be provided and shall include an outdoor patio space, restrooms, and lockable storage.
 - d. Community Pool: A swimming pool and wading pool shall be provided.
 - e. Parking: Vehicular and bike parking for the Bathhouse Building and Community Pool shall be provided.
 - d. Play-Courts: Multi-mini-court pads shall be provided. At a minimum one (1) pickle ball court and one (1) ½ basketball court shall be provided.
 2. Amenities shall be as generally depicted on **Exhibit E**. The location of Amenities shall be as generally illustrated on the Concept Plan. The final location(s) of specific amenity features such as, but not limited to, the Bathhouse Build and Pool, may be adjusted and shall be illustrated on the Final Development Plan.

Section 11. Duration. Failure to obtain Construction Plan approval for the Real Estate by January 1, 2030 (unless otherwise extended by the Director) shall automatically void this Ordinance.

Section 12. Annexation. The Real Estate, or parts thereof that may be the subject of a Secondary Plat approval, shall be annexed into the corporate limits of the City of Westfield prior to the approval and recording of a Secondary Plat for that part of the Real Estate.

Section 13. Severability. If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

[Remainder of page intentionally left blank, signature page follows]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2025.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For	Voting Against	Abstain
Jon Dartt	Jon Dartt	Jon Dartt
Victor McCarty	Victor McCarty	Victor McCarty
Joe Duepner	Joe Duepner	Joe Duepner
Patrick Tamm	Patrick Tamm	Patrick Tamm
Noah Herron	Noah Herron	Noah Herron
Kurt Wanninger	Kurt Wanninger	Kurt Wanninger
Chad Huff	Chad Huff	Chad Huff

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE 25-__** was delivered to the Mayor of Westfield

on the _____ day of _____, 2025, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance 25-__

this _____ day of _____, 2025.

Scott A. Willis, Mayor

I hereby VETO Ordinance 25-__

this _____ day of _____, 2025.

Scott A. Willis, Mayor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Jon C. Dobosiewicz

This document prepared by: James E. Shinaver and Jon C. Dobosiewicz; Nelson & Frankenger
550 Congressional Blvd, Suite 210, Carmel, IN 46032 (317) 844-0106

SCHEDULE OF EXHIBITS

Exhibit A	Real Estate (Legal Description)
Exhibit B	Concept Plan
Exhibit C	District Map
Exhibit D	Character Exhibits (Residential Area Homes)
Exhibit E	Amenity Character Exhibit
Exhibit F	Alley and Non-standard Road Cross Sections

EXHIBIT A
REAL ESTATE
(Page 1 of 2)

Add Legal Description

EXHIBIT A

REAL ESTATE

(Page 2 of 2)

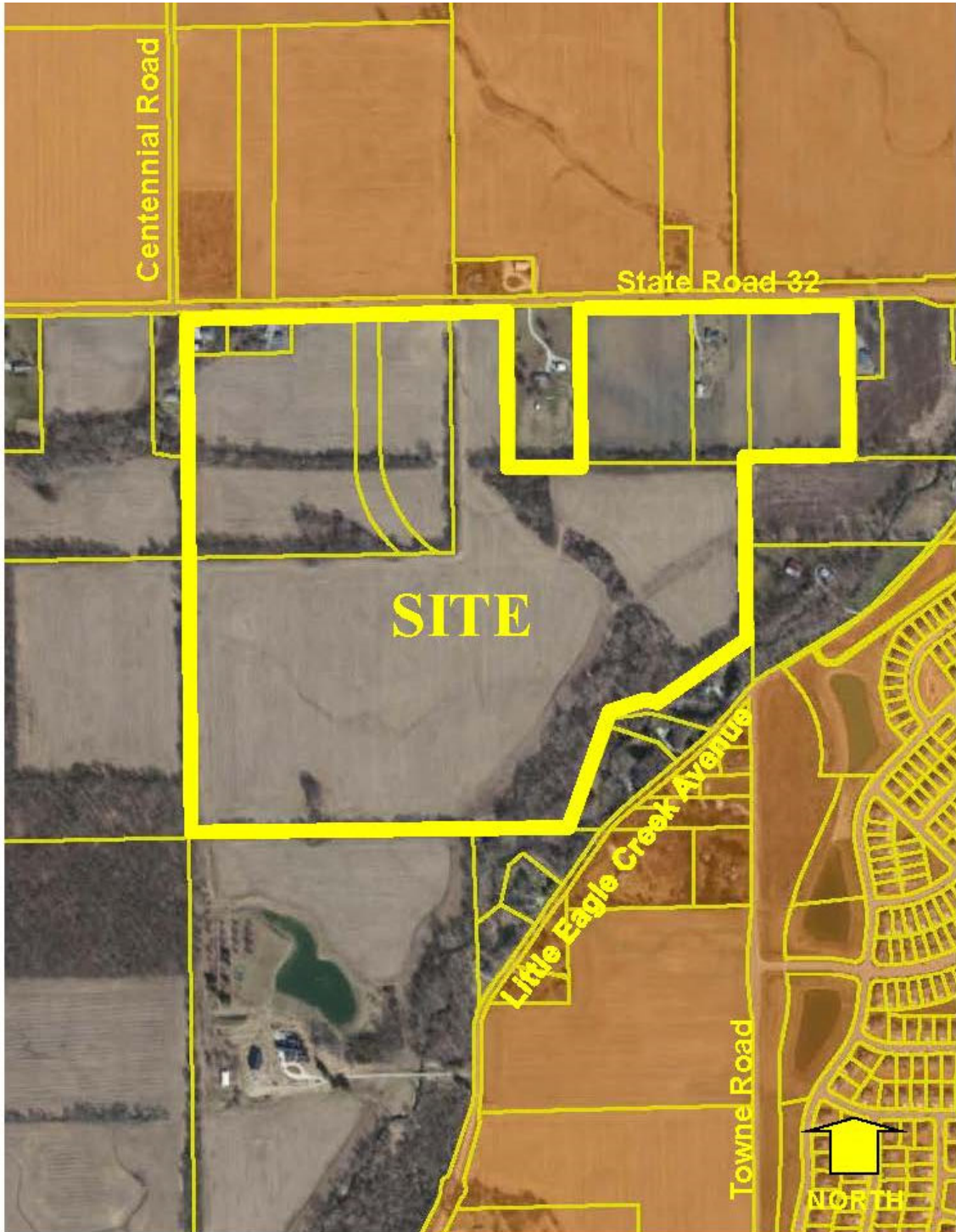
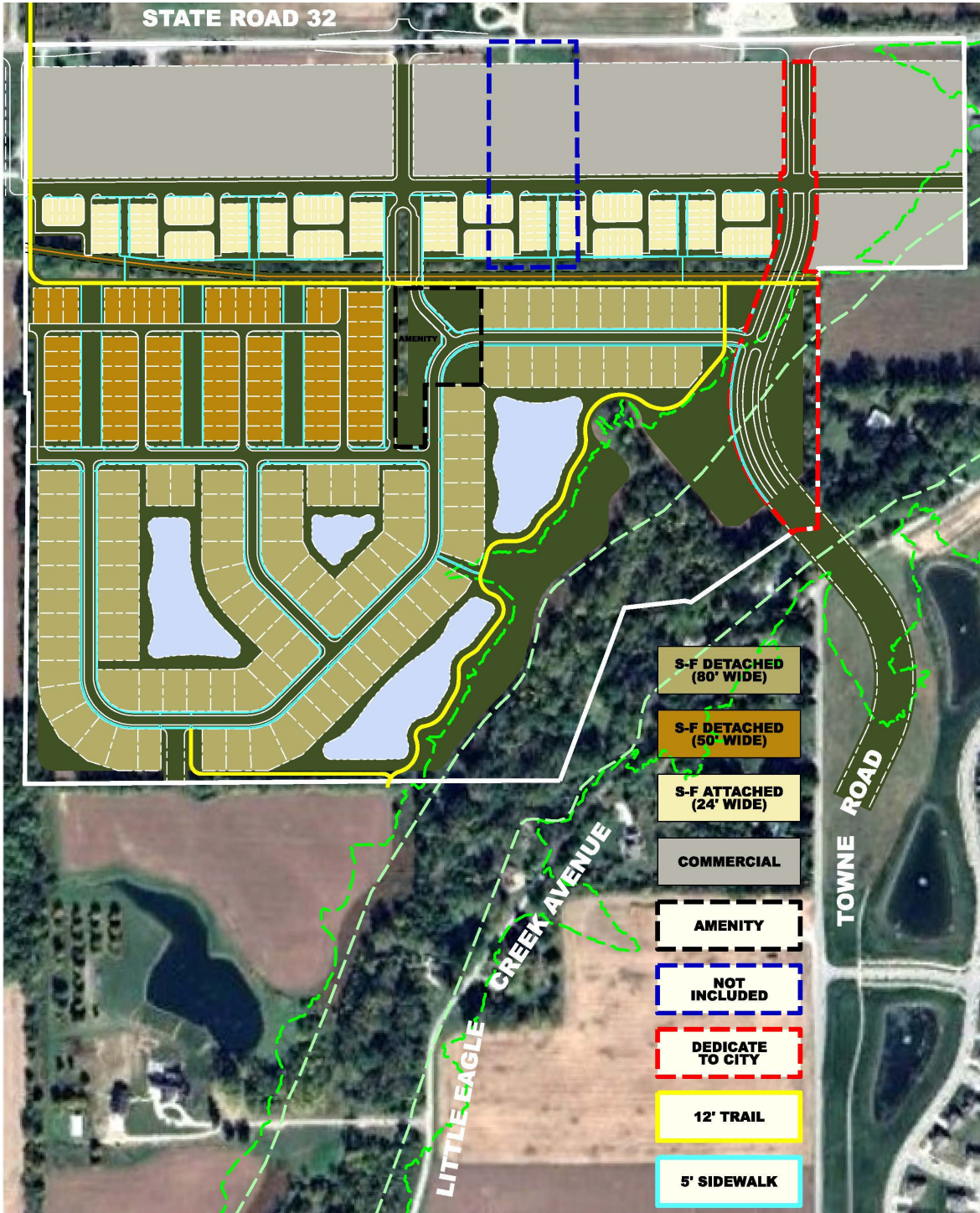


EXHIBIT B
CONCEPT PLAN
(Page 1 of 1)



Note: Larger scale paper and digital copies of the Concept Plan are on file with the Department of Economic and Community Development under Docket Number 2504-PUD-04.

EXHIBIT C

Area Plan
(Page 1 of 1)

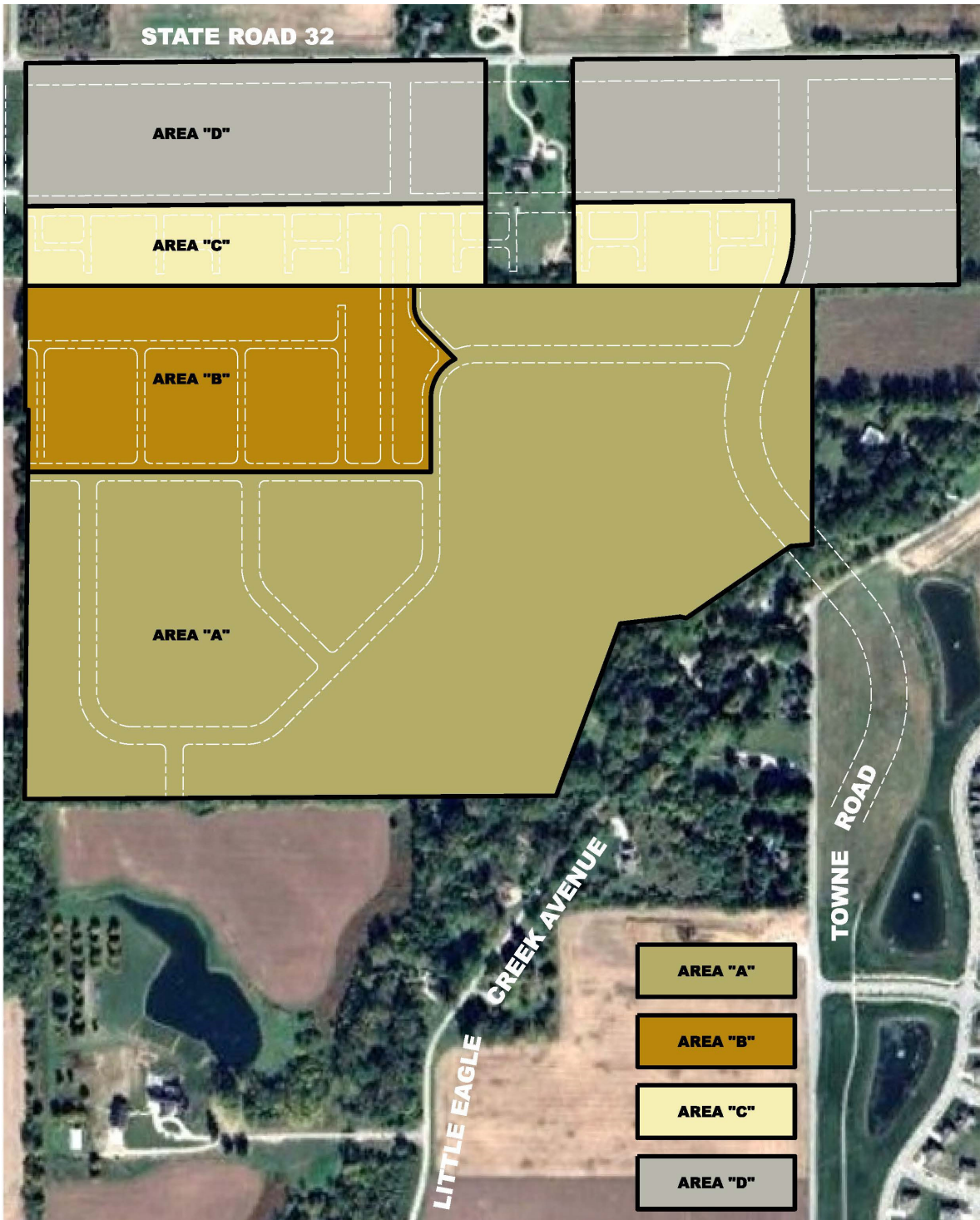


EXHIBIT D

CHARACTER EXHIBITS

(See following 10 pages)

Area A – Home Examples



EVER
INI

Victorian



Craftsman



Italianate



Area A – Home Examples



Area A – Home Examples



Area A – Home Examples



Area B – Home Examples



Elevation A



Area B – Home Examples



Elevation A



Area B – Home Examples



Elevation C



Elevation D



Elevation A



Elevation A - Shown with Brick



Area B – Home Examples



Area C – Townhome Character
(Page 1 of 2)



EXHIBIT C

Area C – Townhome Character (Page 2 of 2)

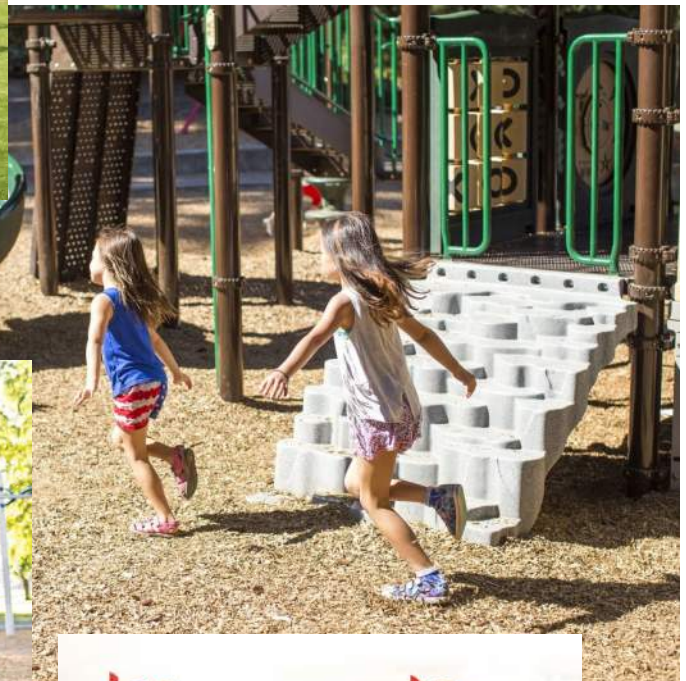


EXHIBIT E

AMENITY CHARACTER EXHIBITS

(See following 4 pages)

PLAY STRUCTURES



PAVILIONS



PLAY COURTS



SITE FURNISHINGS

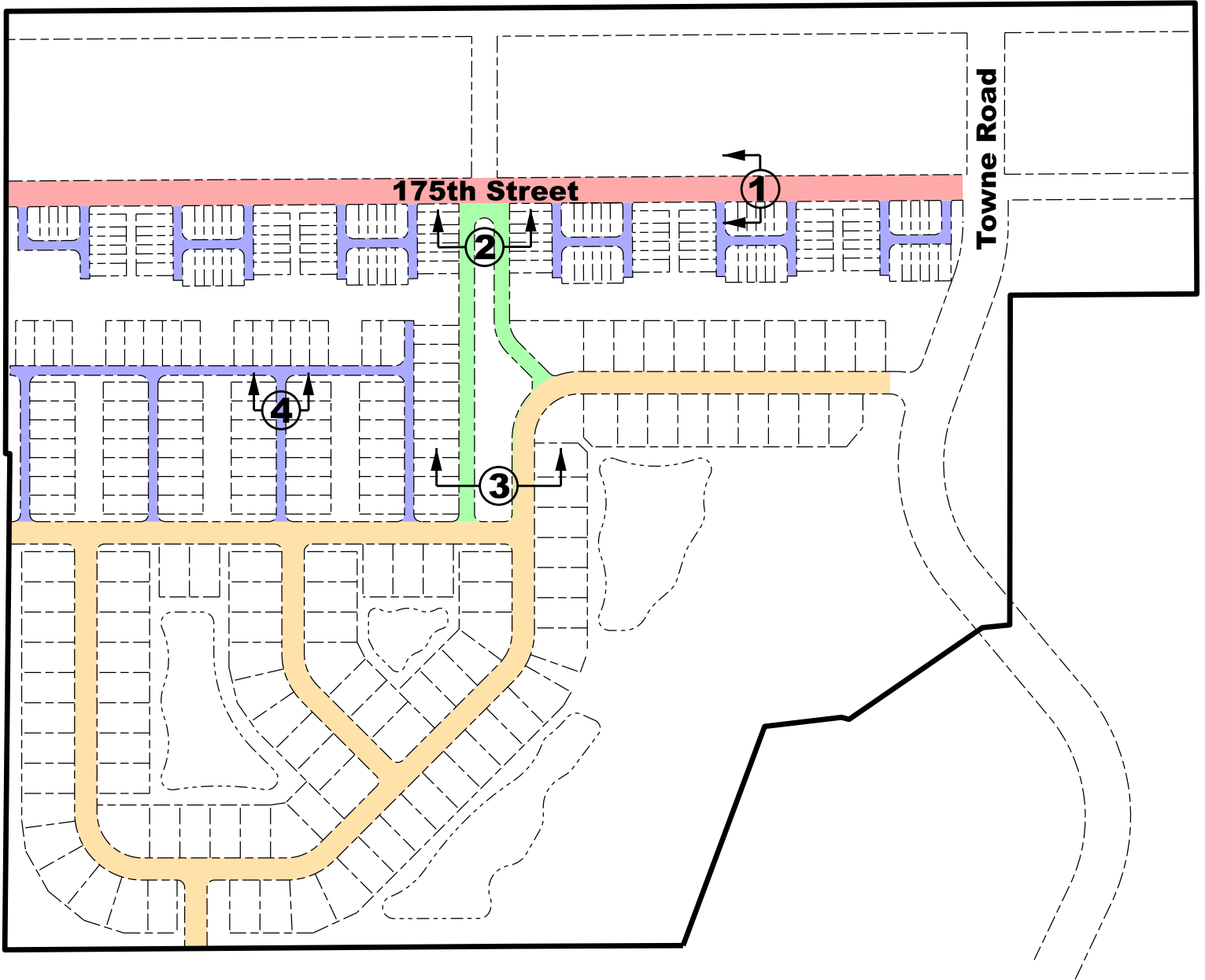


EXHIBIT F

ALLEY AND NON-STANDARD ROAD CROSS SECTIONS

(See following 2 pages)

State Road 32

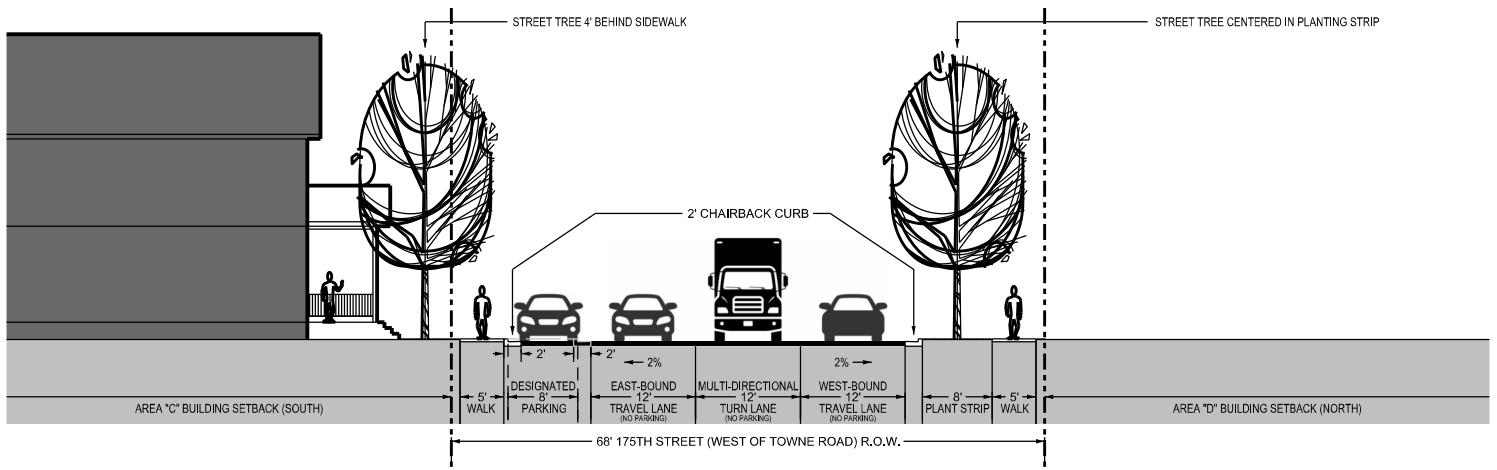


175th Street

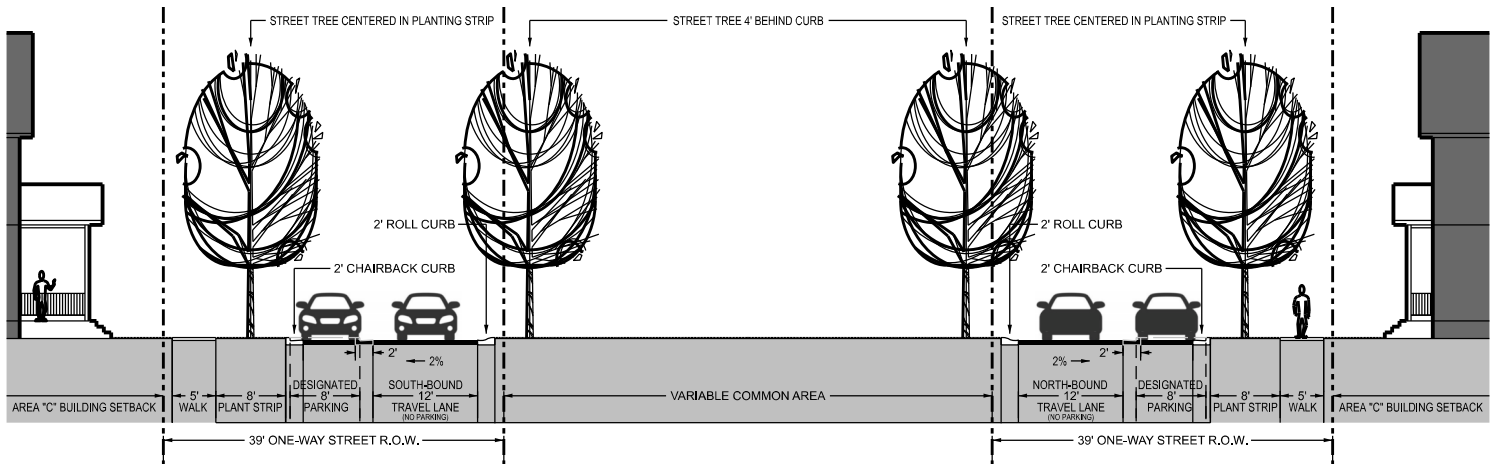
One-Way Street

UDO Local Street

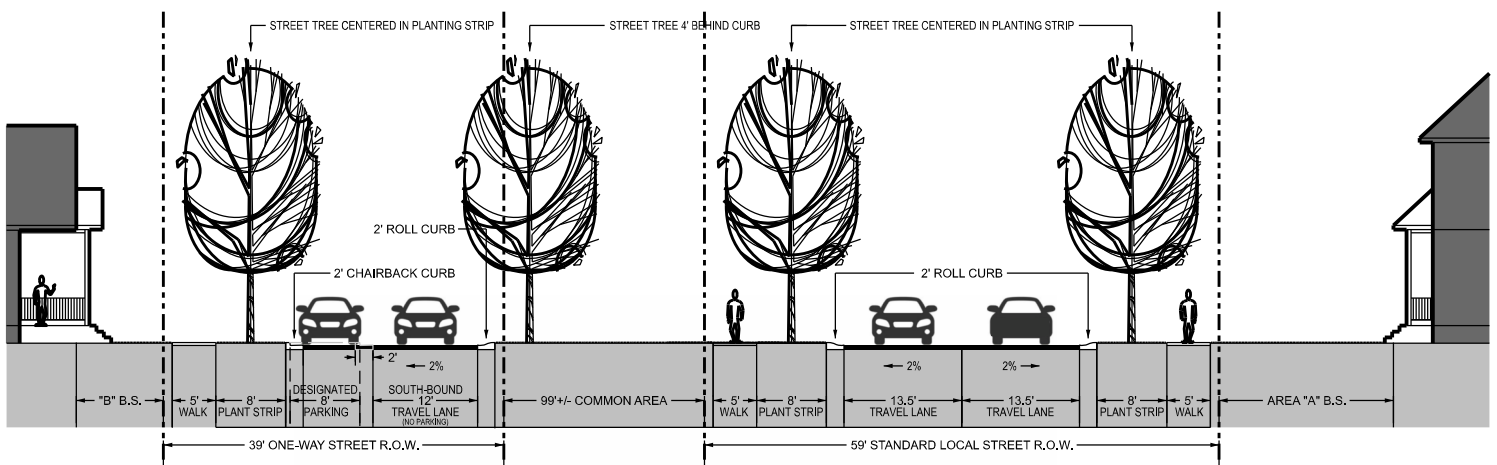
Alley



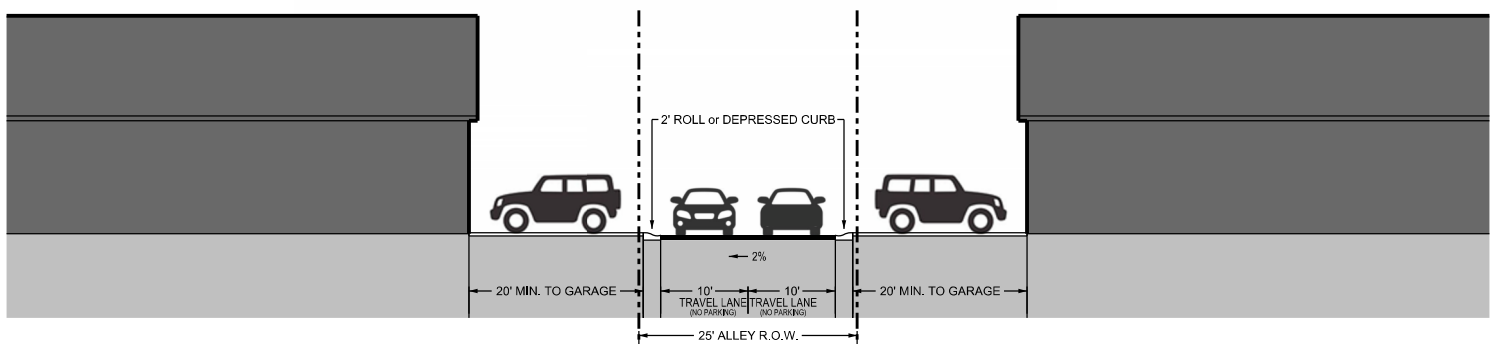
CROSS-SECTION 1



CROSS-SECTION 2



CROSS-SECTION 3



CROSS-SECTION 4

EXHIBIT A

REAL ESTATE

(Page 2 of 2)

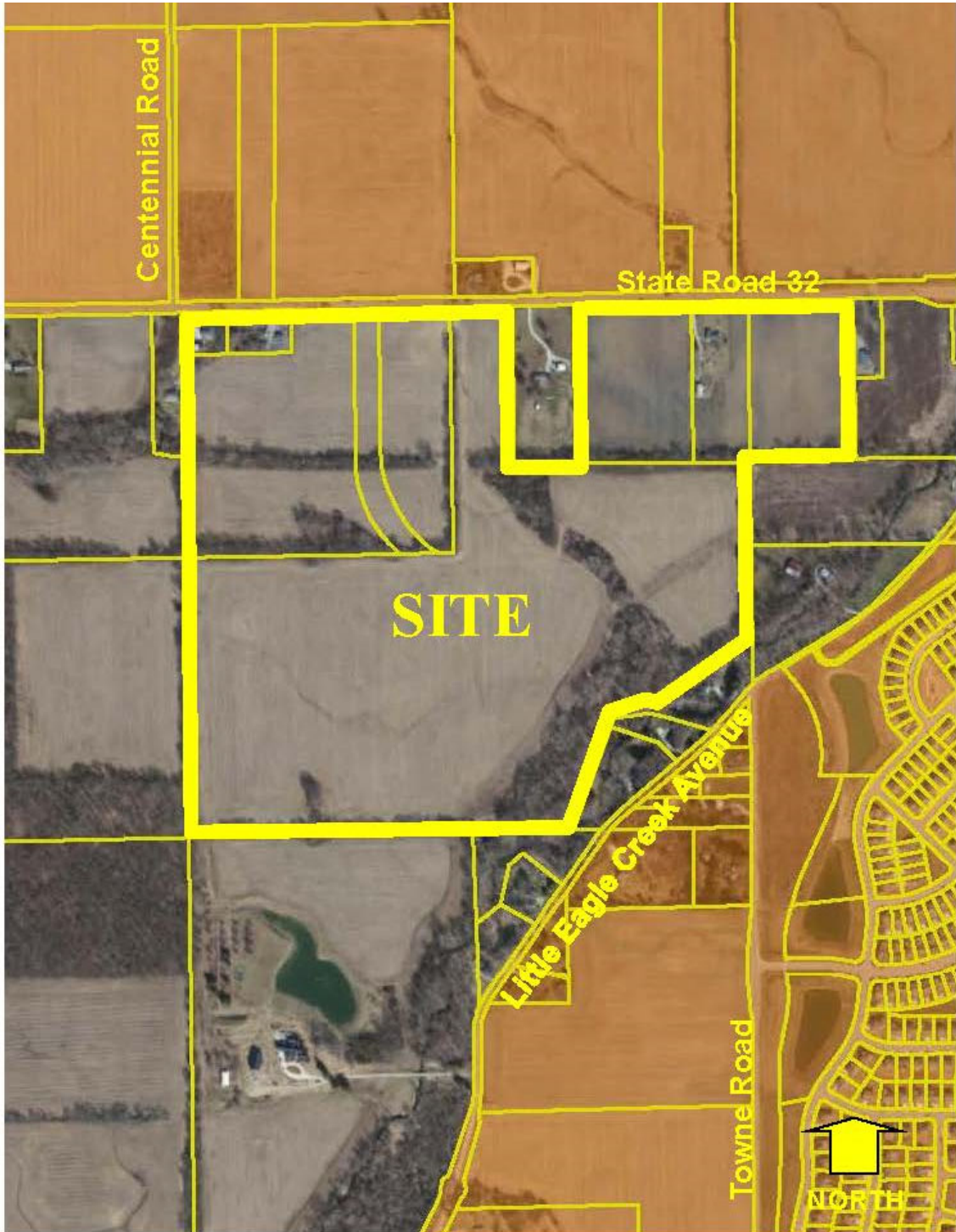
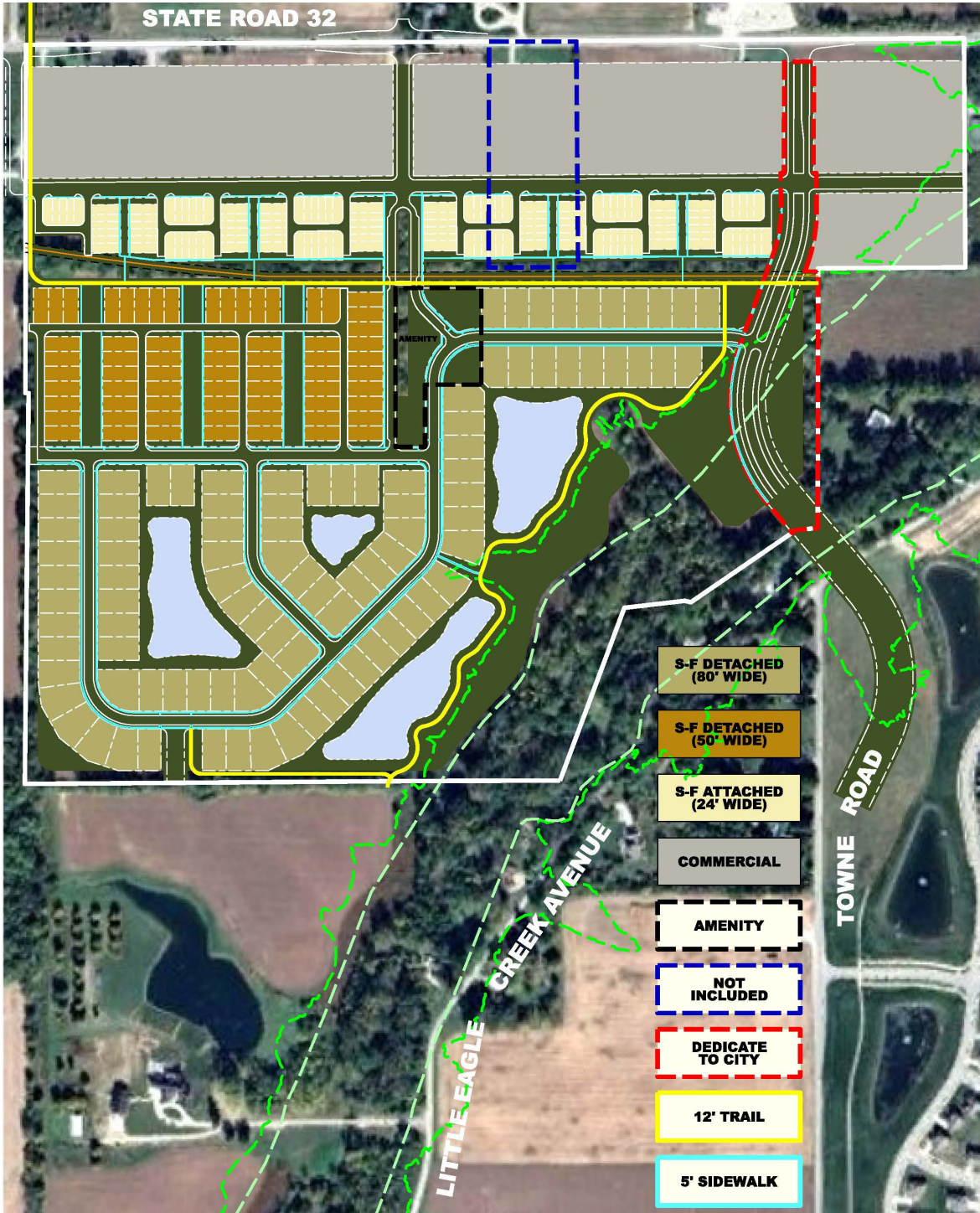


EXHIBIT B
CONCEPT PLAN
(Page 1 of 1)



Note: Larger scale paper and digital copies of the Concept Plan are on file with the Department of Economic and Community Development under Docket Number 2504-PUD-04.

Exhibit “D”

Towne Road Crossing PUD District – 2025 Amendment I Project Description

The applicant, Platinum Properties Management Company, LLC, (“Platinum”), has filed a rezone application for the “Towne Road Crossing PUD District – 2025 Amendment I” (the Towne Road Crossing PUD Amendment”) in order to amend, replace and supersede the Towne Road Crossing PUD District, Ordinance No. 07-26, which was approved by the Town of Westfield, Town Council, on December 10, 2007, (the “2007 Towne Road Crossing PUD”). The 2007 Towne Road Crossing PUD permitted various residential and commercial/business uses on the subject real estate.

By way of background, after the Towne Road Crossing PUD was approved in 2007, the subject real estate did not undergo any redevelopment due to downturns in the economy and housing industry; and, in 2023 the part of Towne Road Crossing north of State Road 32 was removed and rezoned to permit a new middle school and bus transportation facility. The real estate south of State Road 32 that was the subject of the 2007 Towne Road Crossing PUD remains as undeveloped land. After approximately 18 years since approval of the 2007 Towne Road Crossing PUD, the economy and housing industry have greatly improved. The purpose of amending and replacing the 2007 Towne Road Crossing PUD is to add approximately twenty-six (26) acres to the approximately one-hundred and eighteen (118) and to update the format and content of the PUD so that it accommodates current expectations of PUD Ordinances in the City of Westfield and addresses the proposed development vision for the subject real estate.

The real estate that is the subject of the Towne Road Crossing PUD Amendment, consists of approximately one-hundred and forty-four (144) acres and is located south of and adjacent to SR 32, west of Little Eagle Creek Avenue and north of 166th Street (the “Real Estate”). This is the remaining acreage included in the original PUD not purchased by Westfield Washington Schools. Included with the submittal is a site location map of the Subject Real Estate.

The Towne Road Crossing Amendment establishes four (4) Areas which include: Area A (for single-family detached homes with SF3 as the underlying zoning district); Area B (for single-family detached homes with SF4 as the underlying zoning district); Area C (for townhome dwellings with SFA as the underlying zoning district; and, Area D (for commercial uses with GB as the underlying zoning district).

The Towne Road Crossing PUD Amendment establishes a maximum of two-hundred and ninety-six (296) dwellings on the Real Estate and includes provisions addressing architectural standards, open space and amenity requirements and other standards and requirements that are expected of current PUD Ordinances for the City of Westfield. The addition of approximately 26 acres comes along State Road 32 in Area C and Area D of the plan where additional residential is planned along the Midland Trail with Commercial uses abutting State Road 32. Other significant items to note are the current alignment of Towne Road, extension of the Midland Trail and the preservation of natural wooded areas along Little Eagle Creek which include the extension of a Trail along that corridor.

ORDINANCE NUMBER XX-XX

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO
THE MAPLE KNOLL PLANNED UNIT DEVELOPMENT DISTRICT BEING THAT
OF ORDINANCE 04-02, AS AMENDED, AND THE UNIFIED DEVELOPMENT
ORDINANCE**

“Maple Knoll PUD – Gutrich Amendment”

This is a Planned Unit Development District Ordinance to amend the Maple Knoll Planned Unit Development District being that of Ordinance 04-02 (the “Maple Knoll Ordinance”), any amendments thereto and the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the “UDO”), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

WHEREAS, the City of Westfield, Indiana (the “City”) and the Township of Washington, both of Hamilton County, Indiana are subject to the UDO;

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) enacted the Maple Knoll Ordinance on February 9, 2004, recorded as Instrument 2004008895 in the Office of the Recorder of Hamilton County;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “Plan Commission”) considered a petition (Petition No. XXXX-PUD-XX) requesting an amendment to the Unified Development Ordinance and to the Zoning Map with regard to the subject real estate more particularly described as Lot 3-R of the Replat of Spring Mill Villas, Block A, recorded as Instrument No. 2023002351 in the Office of the Recorder of Hamilton County, Indiana (the “Real Estate”);

WHEREAS, the Commission forwarded Petition No. XXXX-PUD-XX to the Common Council of the City of Westfield, Hamilton County, Indiana (the “Common Council”) with a favorable recommendation (____-____) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on _____, 2025;

WHEREAS, the Common Council is subject to the provisions of the Indiana Code §36-7-4-1507 and Indiana Code § 36-7-4-1512 concerning any action on this request; and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the Unified Development Ordinance and Zoning Map are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 Development of the Real Estate shall be governed by the (i) provisions of this Ordinance and its exhibits, (ii) the Maple Knoll Ordinance except as revised, modified, supplemented, or expressly made inapplicable hereby; and (iii) the provisions of the Unified Development Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Maple Knoll Ordinance.
- 1.2 Article (“Article”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Unified Development Ordinance.
- 1.3 All provisions and representations of the Unified Development Ordinance or the Maple Knoll Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. Permitted Uses. Section 11.2 of the Maple Knoll Ordinance is hereby amended to include “Pet Shop” (defined in Exhibit 12 of the Maple Knoll Ordinance) as a permitted use on the Real Estate. The Pet Shop use shall not include the selling of cats and dogs on the Real Estate.

Section 3. Signage. Section 14 of the Maple Knoll Ordinance is hereby amended to permit: (i) one (1) Wall Sign up to one hundred (100) square feet in size, consisting of internally illuminated channel letters; and (ii) one (1) Monument Sign in accordance with the standards set forth in Article 6.17(H)(2) of the UDO, consisting of internally illuminated channel letters and not exceeding a Sign Height of six (6) feet.

Section 4. Severability. If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

The remainder of this page is intentionally left blank.

ALL OF WHICH IS ORDAINED/RESOLVED THIS _____ DAY OF _____, 2025.

WESTFIELD CITY COUNCIL

Voting For

Voting Against

Abstain

Jon Dartt

Jon Dartt

Jon Dartt

Joe Duepner

Joe Duepner

Joe Duepner

Noah Herron

Noah Herron

Noah Herron

Chad Huff

Chad Huff

Chad Huff

Victor McCarty

Victor McCarty

Victor McCarty

Patrick T. Tamm

Patrick T. Tamm

Patrick T. Tamm

Kurt J. Wanninger

Kurt J. Wanninger

Kurt J. Wanninger

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE XX-XX** was delivered to the Mayor of Westfield on the _____ day of _____, 2025, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE **ORDINANCE XX-XX**

this _____ day of _____, 2025.

Scott Willis, Mayor

I hereby VETO **ORDINANCE XX-XX**

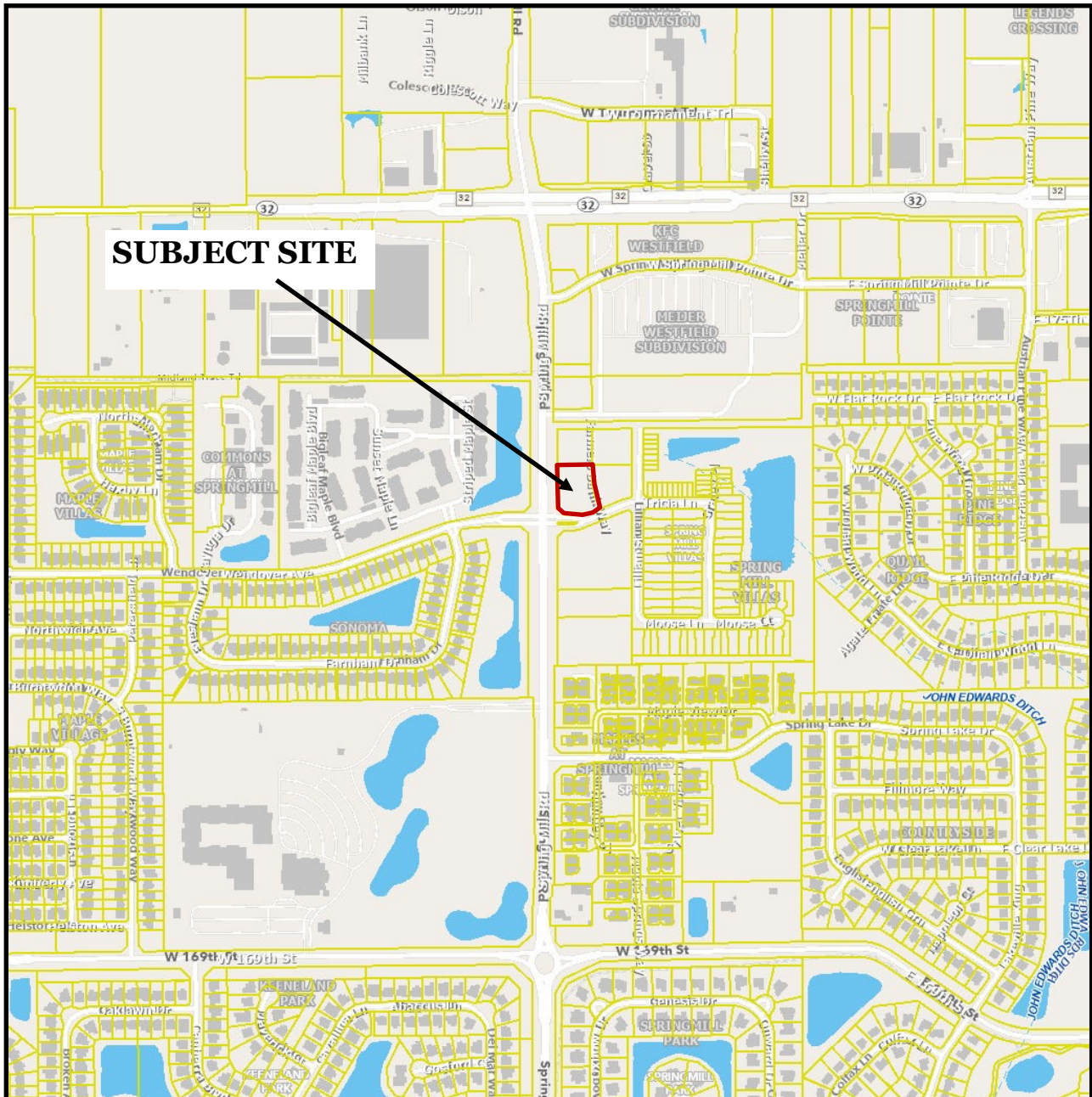
this _____ day of _____, 2025.

Scott Willis, Mayor

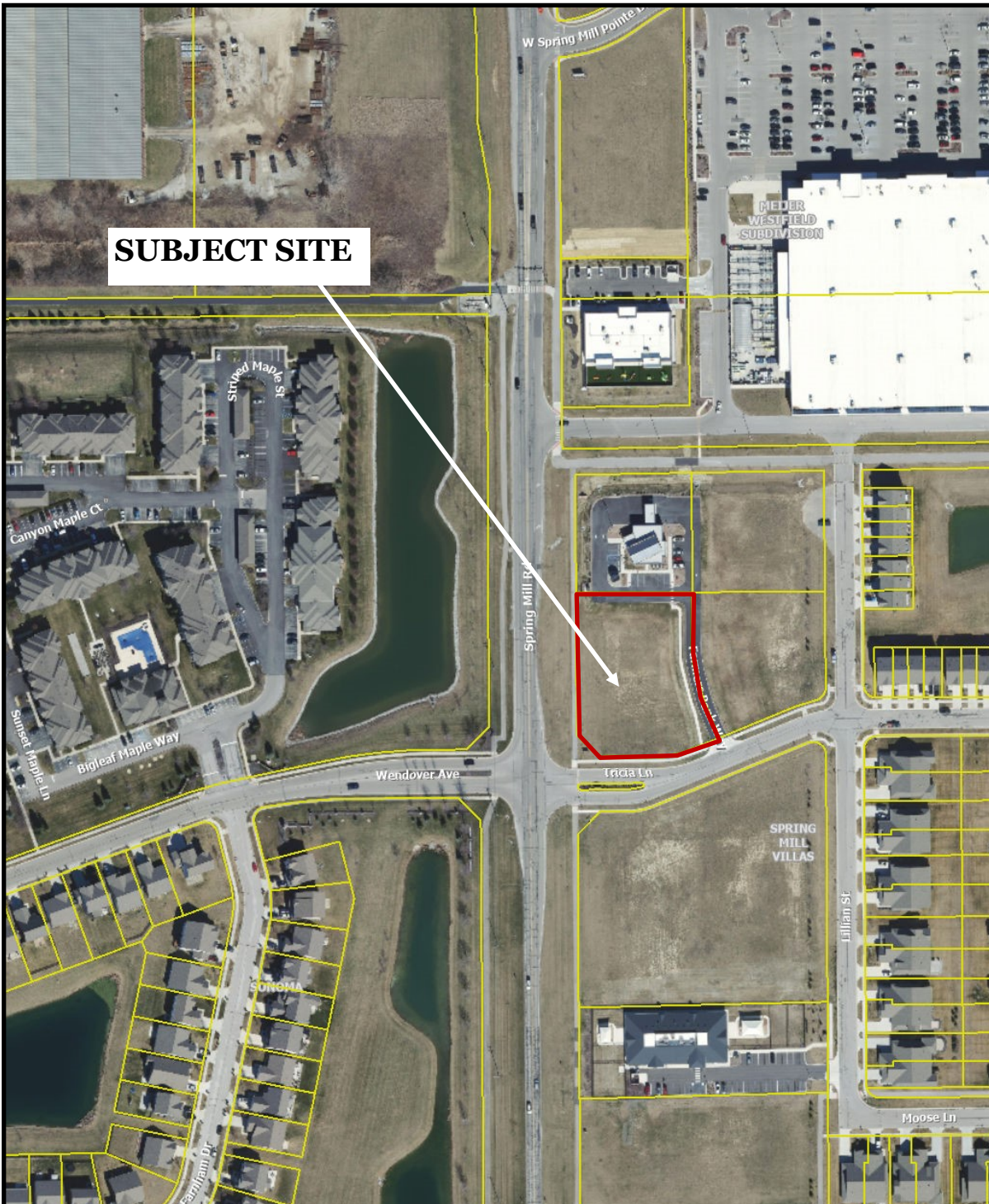
This document prepared by Matthew S. Skelton, Church Church Hittle + Antrim, Two North Ninth Street, Noblesville, IN 46060.

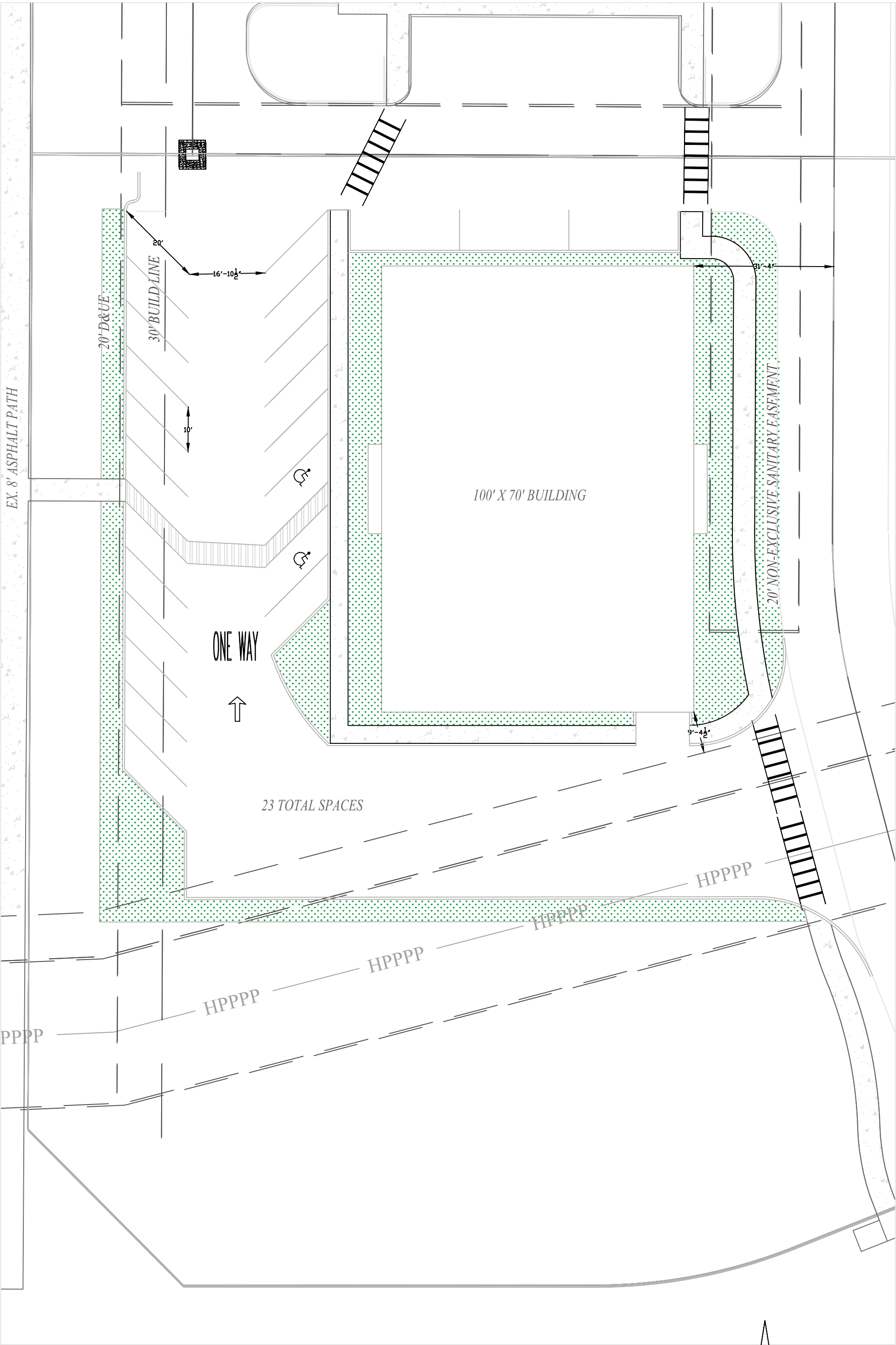
I affirm under the penalties of perjury that I have taken reasonable care to redact each social security number in this document, unless required by law. Matthew S. Skelton.

17340 Farmers Bank Way

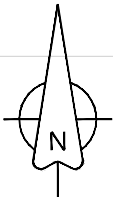


VICINITY MAP
17340 Farmers Bank Way





PET SUPPLIES PLUS PROPOSED LAYOUT
GREATER HEIGHTS CORPORATION
1"=20'



ORDINANCE NUMBER 25-____

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON TOWNSHIP,
HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO THE TEXT OF
THE CHATHAM COMMONS PLANNED UNIT DEVELOPMENT BEING THAT OF
ORDINANCE 17-03 AND TITLE 16 – LAND USE CONTROLS**

“Chatham Commons PUD, Amendment 1”

This Amendment to a Planned Unit Development District Ordinance (the “**Amendment**”), known as CHATHAM COMMONS PUD DISTRICT (Ordinance 17-03, the “**Original Ordinance**”), to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the “**UDO**”), enacted by the City of Westfield pursuant to its authority under the laws of the State of Ind. Code §36-7-4 et seq., as amended.

WHEREAS, the City of Westfield, Indiana (the “**City**”), and the Township of Washington, both of Hamilton County, Indiana are subject to the UDO;

WHEREAS, the Westfield-Washington Advisory Plan Commission (the “**Commission**”) considered a petition (Petition No. 2502-PUD-____), filed with the Commission requesting an amendment to Ordinance 17-03, enacted by the Common Council of the City of Westfield (the “**Council**”) on April 10, 2017;

WHEREAS, the Amendment pertains to the subject real estate identified as part of Block 5 of Chatham Commons subdivision, a plat of which is recorded in the Office of the Recorder of Hamilton County, Indiana, as Instrument No. 2017043820, and which will be legally described as Lot 8 in the Replat of Block 5 of Chatham Commons, as shown on Exhibit A attached hereto (the “**Real Estate**”).

WHEREAS, the Commission forwarded Petition No. 2502-PUD-____ to the Council with a _____ recommendation (Vote: ____ in favor, ____ opposed), in accordance with Indiana Code §36-7-4-608, as required by Indiana Code §36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Council on _____, 2025.

WHEREAS, the Council is subject to the provisions of the Indiana Code §36-7-4-1507 and Indiana Code §36-7-4-1512 concerning any action on this request; and

NOW, THEREFORE, BE IT ORDAINED by the Council, meeting in regular session, that the UDO and Zoning Map are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 The Original Ordinance is hereby amended by the provisions of this Amendment. In all other respects, the Original Ordinance shall remain in effect and unchanged. To the extent that the provisions of the UDO or the Original Ordinance conflict with the provisions of this Amendment, the provisions of this Amendment shall prevail.
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Amendment, (ii) the Original Ordinance, and (iii) the provisions of the UDO, as amended and applicable to the Real Estate, except as modified, revised, supplemented or expressly made inapplicable by this Amendment.
- 1.3 Chapter (“**Chapter**”) and Article (“**Article**”) cross-references of this Amendment shall hereafter refer to the section as specified and referenced in the UDO.
- 1.4 All provisions and representations of the UDO that conflict with the provisions of this Amendment are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Amendment.

Section 2. Definitions. Capitalized terms not otherwise defined in the Original Ordinance or this Amendment shall have the meanings ascribed to them in the UDO.

Section 3. Concept Plan. The Concept Plan, attached hereto as Exhibit B, is hereby incorporated in accordance with Article 10.9(F) Planned Unit Development Districts; PUD District Ordinance Requirements; Concept Plan.

The Real Estate shall be developed substantially in compliance with the Concept Plan.

Section 4. State Highway 32 Overlay District. The development standards and architectural design requirements set forth in Article 5.3, Sections (G)(H)(I) and (K) of the State Highway 32 Overlay District shall not apply to development of the Real Estate. Instead, the building and trash enclosure on the Real Estate shall be developed in substantial compliance with the renderings and elevations attached hereto as Exhibit C.

Section 5. Development Standards. The standards of Section 9 of the Original Ordinance shall apply to the development of the Real Estate except as otherwise modified in this Section 5.

- 5.1 Architectural Standards. Section 9.2 of the Original Ordinance is hereby replaced and restated as follows for the Real Estate: The building and trash enclosure on the Real Estate shall be constructed in substantial compliance with the renderings and elevations attached hereto as Exhibit C.

Section 6. Severability. If any term or provision of this Amendment is held to be illegal or unenforceable, the validity or enforceability of the remainder of this Amendment will not be affected.

ALL OF WHICH IS ORDAINED / RESOLVED THIS ____ DAY OF _____, 2025.

WESTFIELD CITY COUNCIL

Voting For	Voting Against	Abstain
Jon Dartt	Jon Dartt	Jon Dartt
Joe Duepner	Joe Duepner	Joe Duepner
Noah Herron	Noah Herron	Noah Herron
Chad Huff	Chad Huff	Chad Huff
Victor McCarty	Victor McCarty	Victor McCarty
Patrick T. Tamm	Patrick T. Tamm	Patrick T. Tamm
Kurt Wanninger	Kurt Wanninger	Kurt Wanninger

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE 25-**_____ was delivered to the Mayor of Westfield on the _____ day of _____, 2025, at _____ . m.

Marla Ailor, Clerk Treasurer

I hereby APPROVE ORDINANCE 25-_____
this _____ day of _____, 2025.

I hereby VETO ORDINANCE 25-_____
this _____ day of _____, 2025.

Scott Willis, Mayor

Scott Willis, Mayor

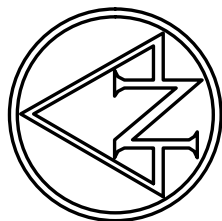
This document prepared by: Joseph D. Calderon, Barnes & Thornburg LLP, 11 South Meridian Street, Indianapolis, Indiana 46204, (317) 231-7787.

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social Security Number in this document, unless required by law: Joseph D. Calderon

46037176.1

Exhibit A

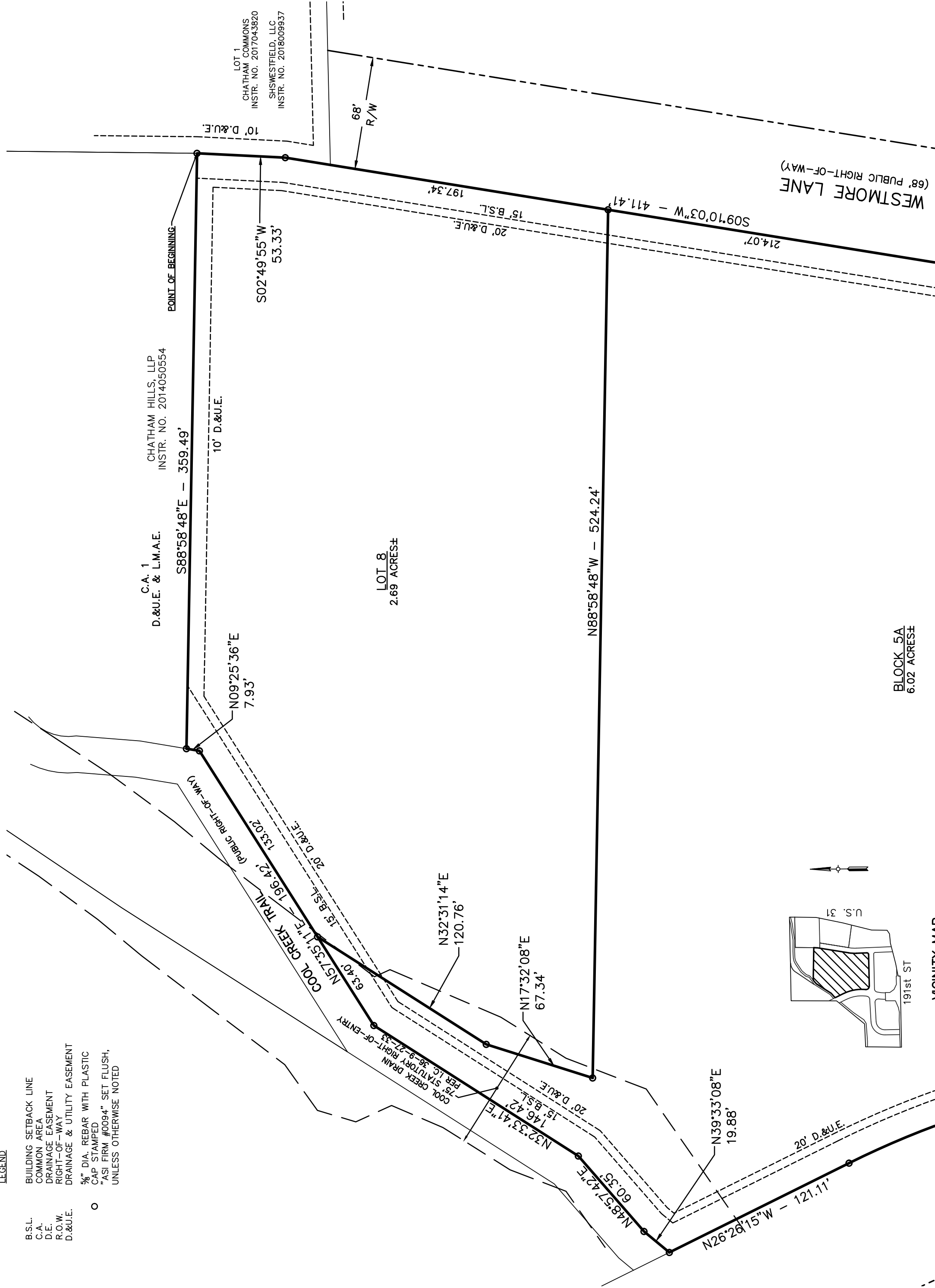
The Real Estate appears on the following two pages of this exhibit.



REPLAT OF BLOCK 5 OF CHATHAM COMMONS

PART OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 3 EAST
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA

- LEGEND
- B.S.L. BUILDING SETBACK LINE
 - C.P. COMMON AREA
 - D.E. DRAINAGE EASEMENT
 - R.O.W. RIGHT-OF-WAY
 - D.&U.E. DRAINAGE & UTILITY EASEMENT
 - 1/4" OR NEARER WITH PLASTIC CAP STAMPED "AS FIRM #0094" SET FLUSH, UNLESS OTHERWISE NOTED



PREPARED BY:
MICHAEL J. SMITH
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
msmith@structurepoint.com

DEVELOPER:
ELEMENT WESTFIELD, LLC
2441 E. POINTE ROAD
BLOOMINGTON, IN 47401

MICHAEL J. SMITH
REGISTERED LAND SURVEYOR
INDIANA NO. 20500025

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

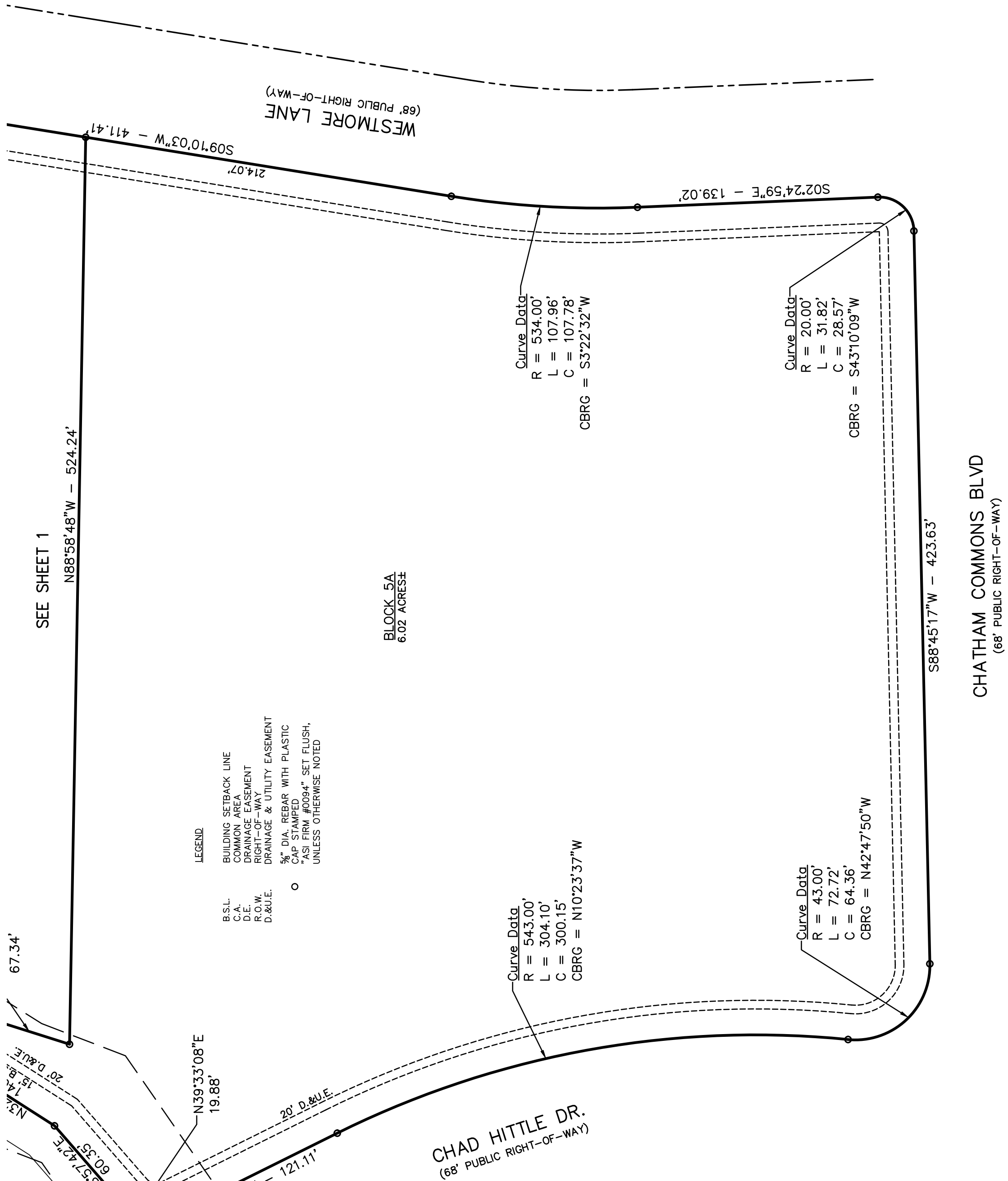
SHEET
1 of 3



REPLAT OF BLOCK 5 OF CHATHAM COMMONS

PART OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 3 EAST
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA

- LEGEND
- B.S.L. BUILDING SETBACK LINE
 - C.P. COMMON AREA
 - D.E. DRAINAGE EASEMENT
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 - D.&U.E. DRAINAGE & UTILITY EASEMENT
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TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
2 of 3

DRAWING FILE: P:\2024\025\201D Drawings\Survey\PLAT\2024\025\30 SV\2025-01-10 PLAT.dwg
EDITED BY: MSMTTH
PRINT DATE: 1/15/2025 9:30:41 AM

REPLAT OF BLOCK 5 OF CHATHAM COMMONS
PART OF SECTION 25, TOWNSHIP 19 NORTH, RANGE 3 EAST
WASHINGTON TOWNSHIP, HAMILTON COUNTY, INDIANA

DEED OF DEDICATION

We the undersigned owners of the real estate shown and described herein, do hereby certify that we have laid off, platted and subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the within plat.

This subdivision shall be known and designated as Replat of Block 5 of Chatham Commons, an addition to Westfield, Indiana. All public rights-of-way shown and not heretofore dedicated are hereby dedicated to the public.

Front and side yard building setback lines are hereby established as shown on this plat, between which lines and the property lines of the street, there shall be erected or maintained no building or structure.

Easements and Covenants

The Owners expressly covenant and warrant on behalf of themselves and all future owners of the Lots and Blocks within this subdivision that the streets, driveways, sidewalks, landscaping, and signs not located within public right of way are private and that all maintenance, repairs, and replacement now and forever shall be undertaken at the expense of the Lot and Block owners in accordance with the terms and conditions set forth in the owners association bylaws and articles. No governmental entity has any power or authority to maintain, repair, or replace any private street, driveway, sidewalk, landscaping, or sign not located within public right of way.

Drainage Easements, Drainage and Utility Easements

These are strips of ground shown on this instrument as variable sizes which are reserved solely for the installation and maintenance of underground utilities for the non-exclusive use of the city and county in which this subdivision is located, and for utility companies for the installation and maintenance of underground mains, ducts, sewers and drainage, subject at all times to approval from the proper authorities and the provisions of any recorded easements. No permanent or other structures shall be erected or maintained on said strips, including, but not limited to, fences, patios, and decks.

The owner(s) of Lot 8 expressly reserve the following unto themselves, their successors and assigns: (i) all rights, title, and interest in and to the above-described easement areas not specifically granted pursuant to the above-described easements, (ii) any and all use of the above-described easement areas that does not obstruct or interfere with the full use and enjoyment of above-described easements, and (iii) the right to construct, maintain, repair, relocate, replace, utilize and demolish driveways for vehicular ingress and egress, paving, curb cuts, parking areas, landscaping, and signage in the above-described easement areas.

The foregoing covenants, or restrictions, are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2042, at which time said covenants, or restrictions, shall be automatically extended for successive periods of ten years unless changed by vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, and unless the vote of a majority of the then owners of the building sites covered by these covenants, or restrictions, in no way affect any of the other covenants or restrictions, which shall remain in full force and effect.

The right to enforce these provisions by injunction, together with the right to cause the removal, by due process of law, of any structure or part thereof erected, or maintained in violation hereof, is hereby dedicated to the public, and reserved to the several owners of the several lots in this subdivision and to their heirs and assigns.

CHATHAM HILLS, LLP

By: _____

Printed Name _____

STATE OF INDIANA)
COUNTY OF HAMILTON) SS:

Before me, a Notary Public in and for said County and State, personally appeared _____, as owner of _____, and acknowledged the execution of the foregoing Secondary Plat for and on behalf of said entity. Witness my hand and Notarial Seal this _____ day of _____, 2025.

My Commission Expires: _____

Residing in _____ County, Indiana _____

Notary Public _____

Printed Name _____

PREPARED BY:
MICHAEL J. SMITH
AMERICAN STRUCTUREPOINT
9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
(317) 547-5580
msmith@structurepoint.com

DEVELOPER:
ELEMENT WESTFIELD, LLC
2441 E. POINTE ROAD
BLOOMINGTON, IN 47401

MICHAEL J. SMITH
REGISTERED LAND SURVEYOR
INDIANA NO. 20500025

AMERICAN
STRUCTUREPOINT
INC.

9025 RIVER ROAD, SUITE 200
INDIANAPOLIS, INDIANA 46240
TEL 317.547.5580 FAX 317.543.0270
www.structurepoint.com

SHEET
3 of 3

REGISTERED LAND SURVEYOR'S CERTIFICATE

I, Michael J. Smith, hereby certify that I am a Registered Land Surveyor, licensed in compliance with the laws of the State of Indiana.

The size of the lots and blocks and widths of the streets and easements are shown in figures denoting feet and decimal parts thereof.

The subdivision consists of Lots 8 and Block 5A and streets and easements as shown hereon.

The boundary lines for this plat are based on the ALTA/ACSM Land Title Survey by Hahn Surveying Group, Inc. recorded July 24, 2017 as Instrument No. 2017035184 in the Office of the Hamilton County Recorder.

Michael J. Smith
LS20500025
Date: _____

Monumentation Note

The monuments on the perimeter of the subdivision have been set prior to the recording of this plat. Some of the interior monuments may not have been set due to the probability that they will be disturbed during construction. An affidavit, cross-referenced to this plat, will be recorded after the interior monumentation has been completed, no later than two years after the recording of this plat.

Plan Commission Certificate

Under authority provided by I.C. 36-7, enacted by the general assembly of the State of Indiana, and all acts amendatory thereto, and an ordinance adopted by the City Council of the City of Westfield, Hamilton County, Indiana, this plat was given approval by the Westfield-Washington Township Advisory Plan Commission, as follows.

Approved by the Director of the Community Development Department of the City of Westfield, Hamilton County, Indiana, pursuant to the Westfield-Washington Township Unified Development Ordinance, on the _____ day of _____, 2024.

Westfield-Washington Township Plan Commission

By: _____
Kevin M. Todd
Director
Community Development Department

Board of Public Works and Safety Certificate

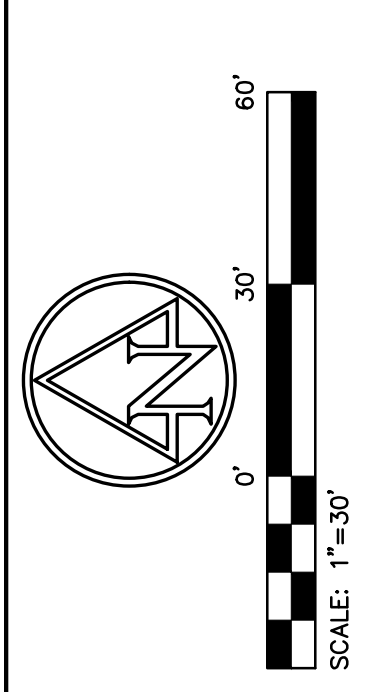
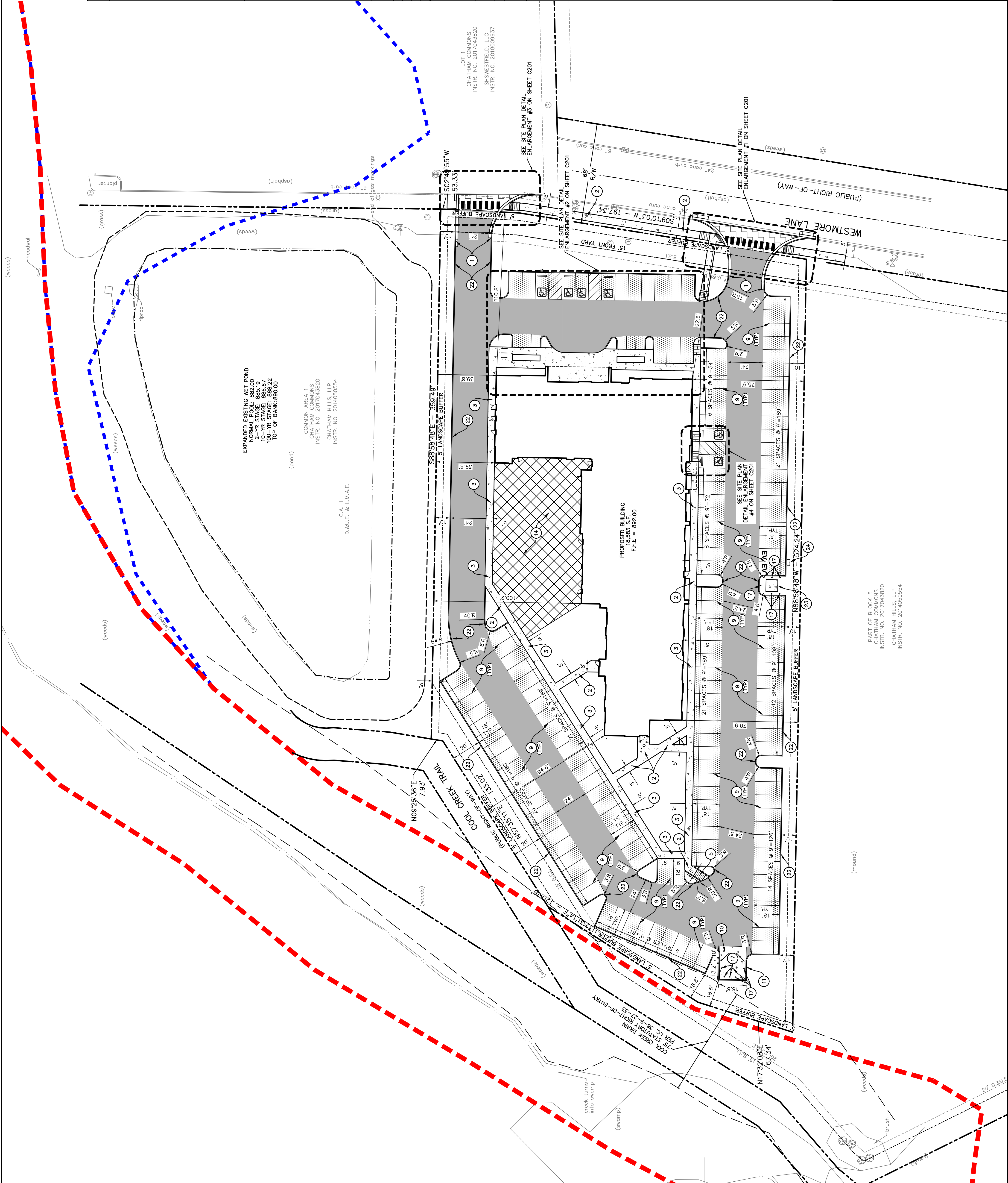
This plat and the acceptance of any public rights-of-way dedicated herein is hereby approved on the _____ day of _____, 2024, by the Board of Public Works and Safety of the City of Westfield, Indiana, on behalf of the Board of Public Works and Safety of the City of Westfield, Indiana, as required by the Board of Public Works and Safety on August 26, 2015, and Article 7.4(B) of the Unified Development Ordinance.

Johnathon Nail, Director
Public Works Department

EDIT DATE: 1/15/2025 9:30:41 AM
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EDITED BY: MSMTTH

Exhibit B

The Concept Plan appears on the following page of this exhibit.



EXISTING LEGEND	
	Curb Inlet
	Drainage Inlet
	Drainage MHT
	Fire Hydrant
	Gas Marker
	Gas Valve
	Light Pole
	Sanitary MH
	Sign
	Telephone Handhole
	Tree
	Water Valve
	Buried Gas Line
	Buried Telephone Line
	Buried Water Line

SITE LEGEND	
	LIGHT DUTY ASPHALT PAVEMENT
	HEAVY DUTY ASPHALT PAVEMENT
	RIGHT OF WAY ASPHALT PAVEMENT
	CONCRETE PAVEMENT
	SWIMMING POOL AREA (REFER TO LANDSCAPING PLANS)

SITE DATA TABLE	
SITE ZONING:	PUD
PROJECT AREA:	2.70± ACRES
BUILDING AREA:	18,583 SF
SITE IMPERVIOUS AREA:	1.78± ACRES
STANDARD PARKING (9'x18'):	145
ADA PARKING PROVIDED:	6
(INCLUDES 6 VAN ACCESSIBLE)	
TOTAL PROPOSED PARKING:	151
ORDINANCE REQUIRED PARKING:	151
TOTAL PROPOSED BICYCLE PARKING:	5
ORDINANCE REQUIRED BICYCLE PARKING:	5
GOLF CART STANDARD PARKING (6.25'x9'):	6

- KEYNOTES
1. 24" CONCRETE CURB & GUTTER

2. CONCRETE SIDEWALK (PER CITY OF WESTFIELD)

3. COMBINED CONCRETE CURB & WALK

4. CURB TAPER

5. ADA ACCESSIBLE RAMP

6. ADA PARKING SPACE (4" BLUE PAINT STRIPE)

7. ADA PARKING SYMBOL & STRIPING

8. ADA ACCESSIBLE PARKING SIGN (VAN)

9. PARKING SPACE (4" WHITE PAINT STRIPE)

10. DUMPSTER PAD

11. DUMPSTER ENCLOSURE (REFER TO ARCHITECTURAL PLANS)

12. CONCRETE WHEEL STOP

13. BIKE RACK

14. SWIMMING POOL AREA (REFER TO LANDSCAPING PLANS)

15. CROSSWALK "PIANO" (WHITE PAINT)

16. EXISTING CURB AND GUTTER WITH CURB REDUCED TO 1" TALL CONSISTENT WITH 24" DEPRESSED CONCRETE CURB AND GUTTER DETAIL

17. CONCRETE BOLLARD

18. LIGHT DUTY ASPHALT PAVEMENT

19. HEAVY DUTY ASPHALT PAVEMENT

20. RIGHT OF WAY ASPHALT PAVEMENT

21. DETECTABLE WARNING SURFACE (USE TRUNCATED DOMES DETAIL)

22. 6" CONCRETE CURB

23. 8"x8" TRANSFORMER PAD (REFER TO LOCAL UTILITY DETAILS FOR MORE INFORMATION)

24. ELECTRIC VEHICLE CHARGING PAD (REFER TO MANUFACTURER FOR MORE INFORMATION)

- GENERAL NOTES:
1. CONTRACTOR SHALL PROTECT AND NOT DESTROY THE PROPERTY CORNER MONUMENTS DURING CONSTRUCTION.

2. CONTRACTOR TO VERIFY LOCATION, SIZE AND DEPTH OF EXISTING UTILITIES PRIOR TO COMMENCING ANY CONSTRUCTION. CONTACT ENGINEER IF VARIATION EXISTS.

3. SEE SHEET 0002 GENERAL NOTES FOR MORE INFORMATION.

II. CAUTION !!

THE LOCATIONS OF ALL EXISTING UNDERGROUND UTILITIES SHOWN ON THIS PLAN ARE BASED UPON ABOVE GROUND EVIDENCE (including, but not limited to, manholes, inlets, valves, and marks made upon the ground by other parties) AND SPECULATIVE INFORMATION. THERE MAY BE NO ABOVE GROUND EVIDENCE OR FOR WHICH NO ABOVE GROUND EVIDENCE WAS OBSERVED. THE EXACT LOCATIONS OF SAID EXISTING UTILITIES SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY AND ALL CONSTRUCTION.

"B"1" OR 1-800-382-5544
-- INDIANA UNDERGROUND --

AMERICAN
STRUCTUREPOINT
INC.

9025 River Road, Suite 200 | Indianapolis, Indiana 46240
TEL 317.267.2500 | FAX 317.267.2527
www.structurepoint.com

ELEMENT HOTEL

Westfield, IN.

APPROVAL PENDING
NOT FOR CONSTRUCTION
THIS PLAN IS FOR INFORMATION ONLY
AND DOES NOT REPRESENT THE CONTRACTOR'S
ASSUMES ALL RISKS OF ADDITIONAL
COSTS OF REVISIONS DUE TO
CHANGES IN REQUIREMENTS OR
GOVERNMENTAL AUTHORITIES AND
MATERIAL REVISIONS IN THE COURSE OF
COMPLETING THE FINAL DESIGN.

CERTIFIED BY

ISSUANCE INDEX	
DATE:	02/28/2025
PROJECT PHASE:	DEVELOPMENT PLAN

REVISION SCHEDULE		
NO.	DESCRIPTION	DATE

Project Number 2024.025030

SITE PLAN

C200

Exhibit C

The building and trash enclosure details, including renderings and color elevations, appear on the following nine pages of this exhibit.



CSO



SCSO



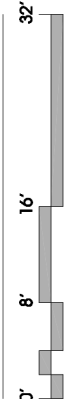
CSO

MATERIALS KEY:

- 1 Brick Masonry Veneer - Interstate Brick; Midnight Black Utility or equivalent.
- 2 Gray-Light/Medium/Dark Metal Panel;
- 3 Smooth Panel - Cement Fiber Siding; Dark Gray/Black
- 4 Wood Look Siding 1 - Longboard Architectural Products; 6" Smooth Plank; Dark Cherry
- 5 Brick Masonry Veneer - Utility; Light Gray painted.
- 6 Sunshade; Black
- 7 Aluminum Storefront System; Black
- 8 Aluminum Window System; Wojan M85 or equivalent; Black.
- 9 Decorative Facade Accent Lighting
- 10 Brick Masonry Soldier Course - Interstate Brick; Midnight Black Utility or equivalent.
- 11 Decorative gas-light wall fixtures
- 12 Aluminum Storefront with Opaque Spandrel Glazing



East Elevation



MATERIALS KEY:

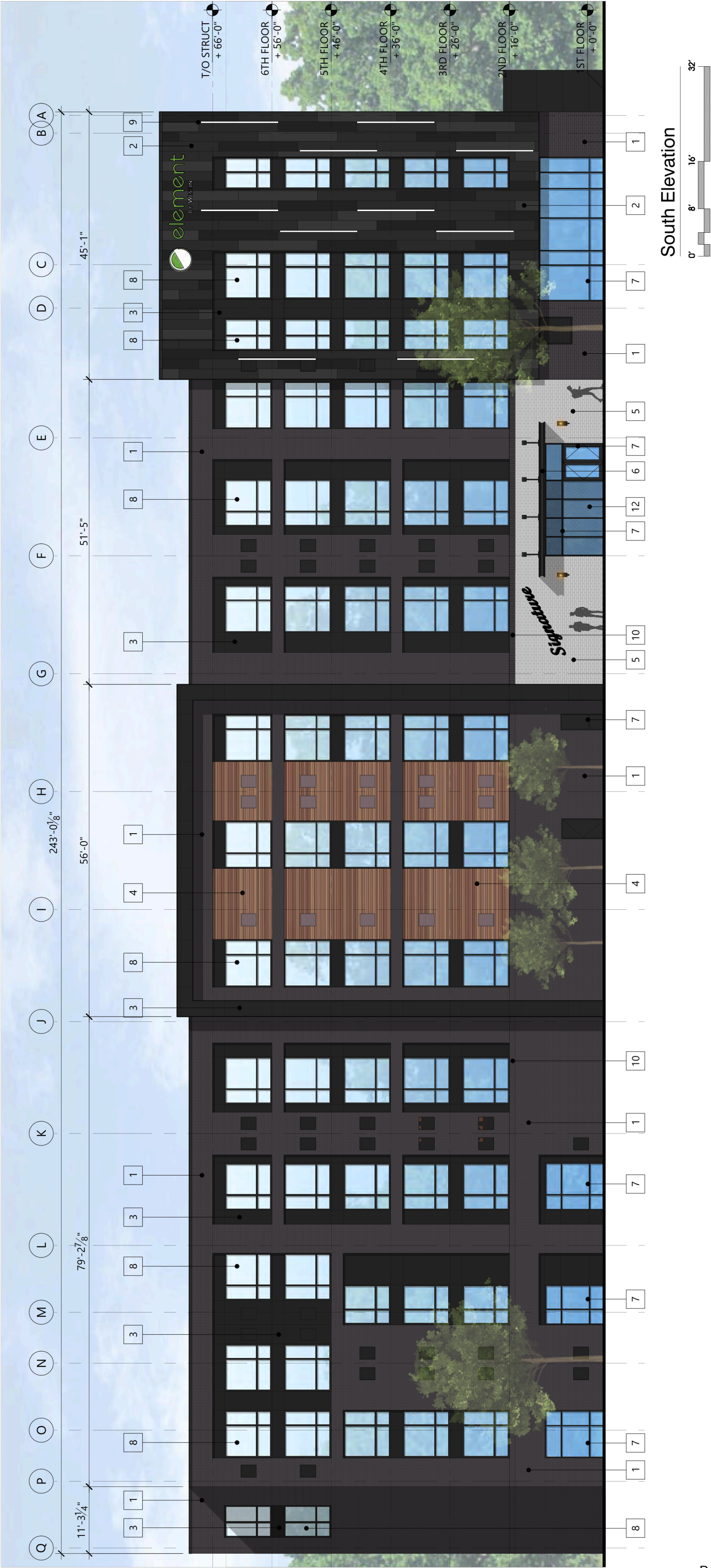
- 1 Brick Masonry Veneer - Interstate Brick; Midnight Black Utility or equivalent.
- 2 Gray-Light/Medium/Dark Metal Panel;
- 3 Smooth Panel - Cement Fiber Siding; Dark Gray/Black
- 4 Wood Look Siding 1 - Longboard Architectural Products; 6"
- 5 Smooth Plank; Dark Cherry
- 6 Brick Masonry Veneer - Utility; Light Gray painted.
- 7 Sunshade; Black
- 8 Aluminum Storefront System; Black
- 9 Aluminum Window System; Wojan M85 or equivalent; Black.
- 10 Decorative Facade Accent Lighting
- 11 Brick Masonry Soldier Course - Interstate Brick; Midnight Black Utility or equivalent.
- 12 Decorative gas-light wall fixtures
- 13 Aluminum Storefront with Opaque Spandrel Glazing



North Elevation

MATERIALS KEY:

- 1 Brick Masonry Veneer - Interstate Brick; Midnight Black Utility or equivalent.
- 2 Gray-Light/Medium/Dark Metal Panel;
- 3 Smooth Panel - Cement Fiber Siding; Dark Gray/Black
- 4 Wood Look Siding 1 - Longboard Architectural Products; 6"
- 5 Smooth Plank; Dark Cherry
- 6 Brick Masonry Veneer - Utility; Light Gray painted.
- 7 Sunshade; Black
- 8 Aluminum Storefront System; Black
- 9 Aluminum Window System; Wojan M85 or equivalent; Black.
- 10 Decorative Facade Accent Lighting
- 11 Brick Masonry Soldier Course - Interstate Brick; Midnight Black Utility or equivalent.
- 12 Decorative gas-light wall fixtures
- 13 Aluminum Storefront with Opaque Spandrel Glazing



South Elevation

MATERIALS KEY:

- 1 Brick Masonry Veneer - Interstate Brick; Midnight Black Utility or equivalent.
- 2 Gray-Light/Medium/Dark Metal Panel;
- 3 Smooth Panel - Cement Fiber Siding; Dark Gray/Black
- 4 Wood Look Siding 1 - Longboard Architectural Products; 6" Smooth Plank; Dark Cherry
- 5 Brick Masonry Veneer - Utility; Light Gray painted.
- 6 Sunshade; Black
- 7 Aluminum Storefront System; Black
- 8 Aluminum Window System; Wojan M85 or equivalent; Black.
- 9 Decorative Facade Accent Lighting
- 10 Brick Masonry Soldier Course - Interstate Brick; Midnight Black Utility or equivalent.
- 11 Decorative gas-light wall fixtures
- 12 Aluminum Storefront with Opaque Spandrel Glazing



T/O STRUCT + 66'-0"

6TH FLOOR + 56'-0"

5TH FLOOR + 46'-0"

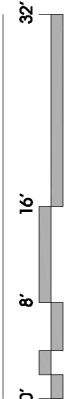
4TH FLOOR + 36'-0"

3RD FLOOR + 26'-0"

2ND FLOOR + 16'-0"

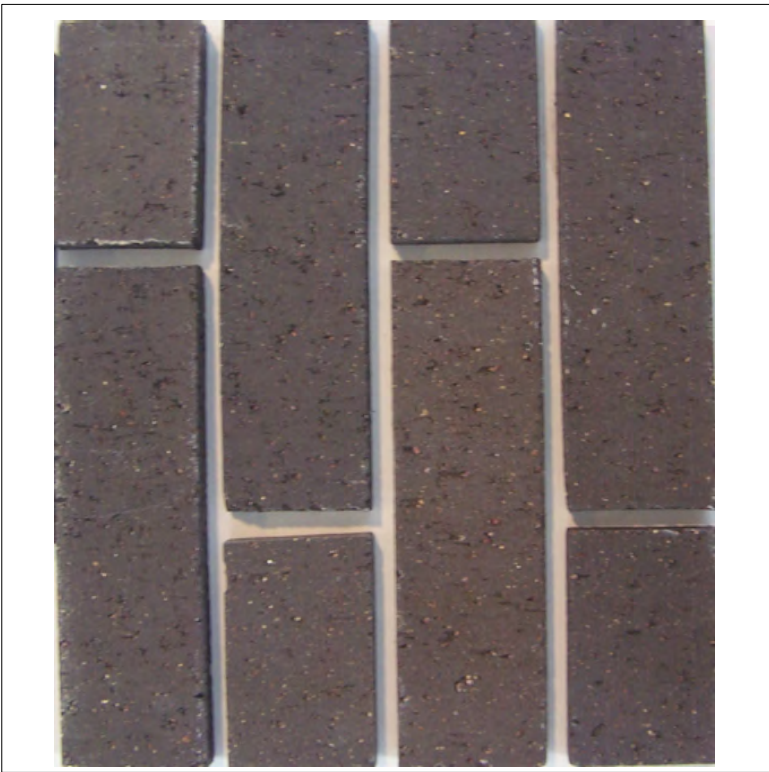
1ST FLOOR + 0'-0"

West Elevation





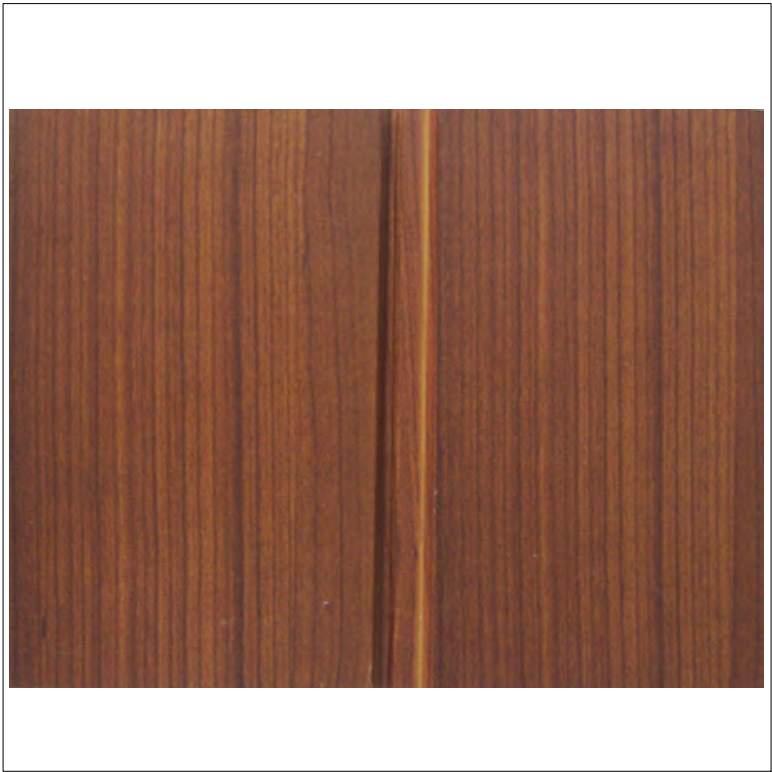
5 Brick Masonry - Utility or equivalent; Light Gray painted.



1 Brick Masonry - Interstate Brick; Midnight Black Utility or equivalent.



3 Smooth Panel - Cement Fiber Siding; Dark Gray/Black



4 Wood Look Siding - Longboard Architectural Products; 6" Smooth Plank; Dark Cherry

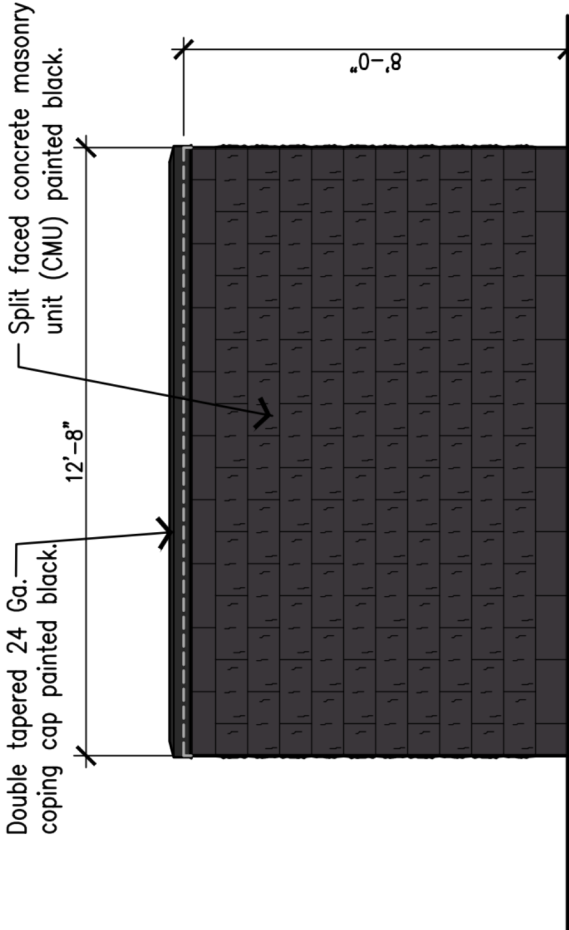


2 Dark Gray/Black - Light/Medium/Dark Metal Panel;

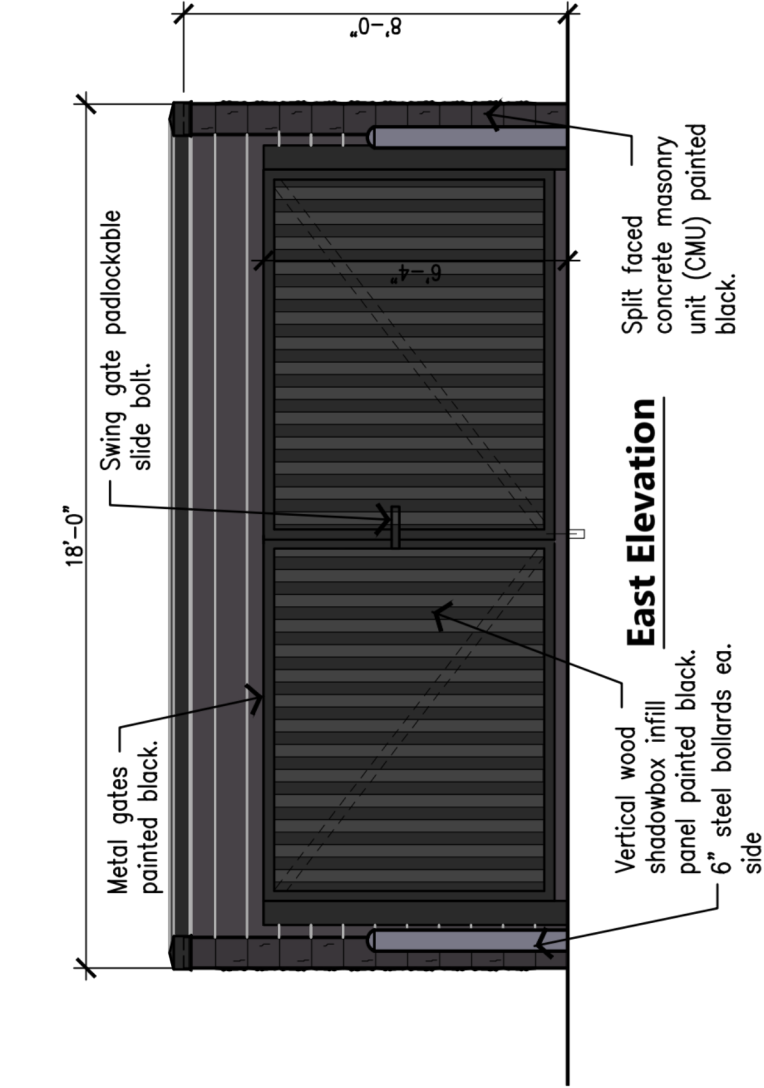
MATERIALS KEY:

- 1 Brick Masonry - Interstate Brick; Midnight Black Utility or equivalent.
- 2 Dark Gray/Black - Light/Medium/Dark Metal Panel;
- 3 Smooth Panel - Cement Fiber Siding; Dark Gray/Black
- 4 Wood Look Siding - Longboard Architectural Products; 6" Smooth Plank; Dark Cherry
- 5 Brick Masonry - Utility or equivalent; Light Gray painted.
- 6 Sunshade; Black
- 7 Aluminum Storefront System; Black
- 8 Aluminum Window System; Wojar M85 or equivalent; Black.
- 9 Decorative Facade Accent Lighting
- 10 Brick Masonry Soldier Course - Interstate Brick; Midnight Black Utility or equivalent.
- 11 Aluminum Storefront System; Black, with Opaque Spandrel Glazing

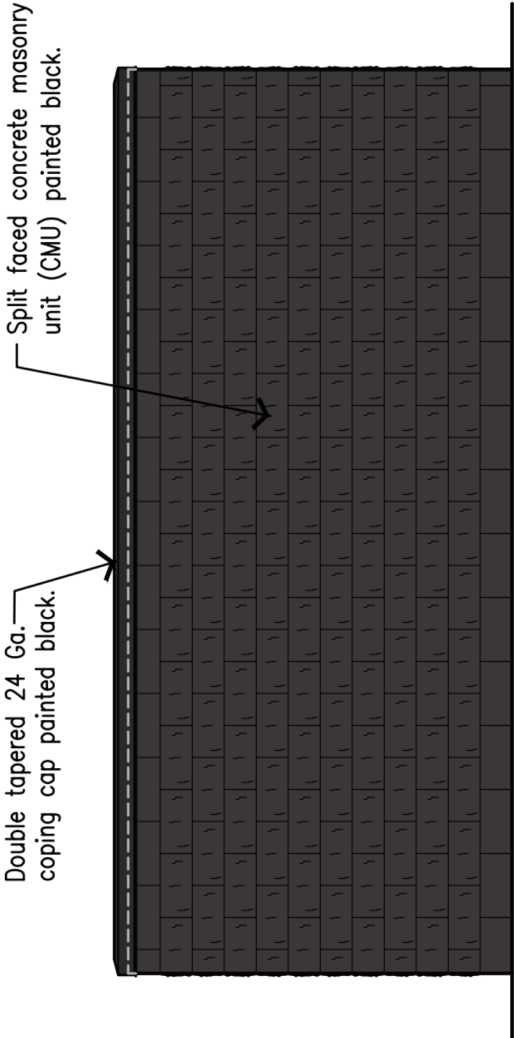
Exterior Materials



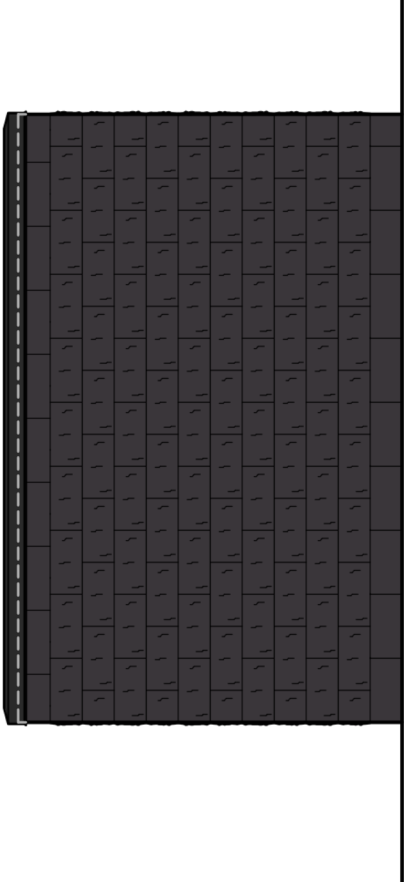
South Elevation



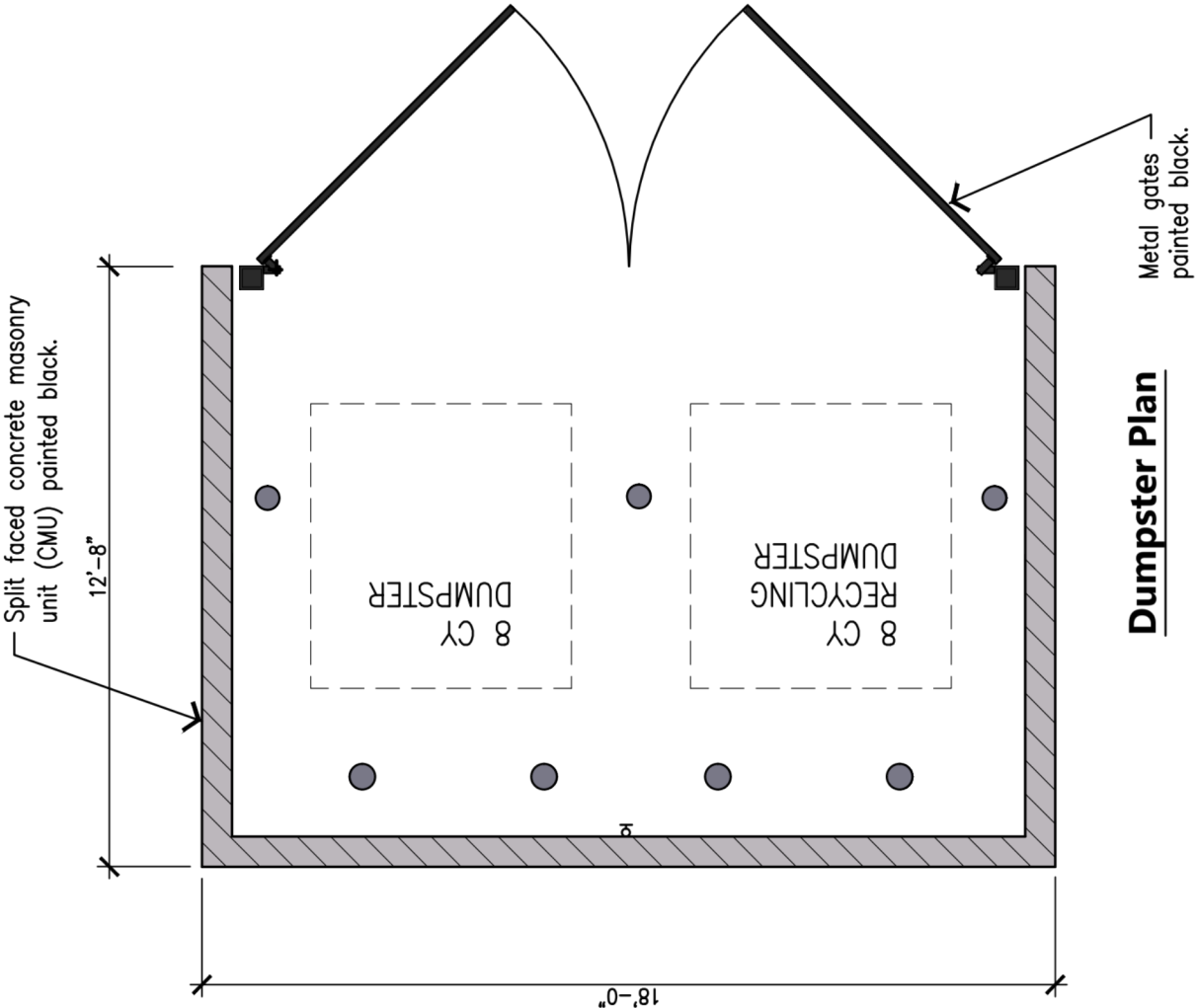
East Elevation



West Elevation



North Elevation



Dumpster Plan

Dumpster Enclosure
Plan and Elevations

0 2 4 8

Aerial Location Map

 Site



Zoning Map



GIS.DBO.PW_Streets Zoning
Parcel
Zoning - All
AG-SF1 (Agriculture - Single Family - 1)
PUD (Planned Unit Development)

0 0.0375 0.075
Miles



The 144-room Element by Westin by Marriott is the second Marriott hotel in Westfield being proposed by KPM Hotel Group within Chatham Commons. KPM developed and owns the 150-room SpringHill Suites by Marriott, which it opened in 2019.

Location & Site Design

The Element by Westin by Marriott is proposed at Chatham Commons, at the Northwest quadrant of US 31 and 191st Street. This premier location is at one of the primary East-West corridors in Westfield off US-31, and the main entry to the Grand Park campus.

Within Chatham Commons, the site of the proposed hotel is directly adjacent to the existing SpringHill Suites by Marriott (opened 2019), and the design of the two hotels is thoughtfully synchronized to create a Marriott hotel campus, while their combined height, scale and architectural design will further define this important corridor.

The orientation of the proposed Element by Westin by Marriott captures the natural beauty of the property, overlooking a pond, Cool Creek, and the mature tree line which runs along it. The proposed structure wraps around an outdoor pool with landscaping and other curated outdoor areas, including green lawn areas for activities such as yoga. The lobby is orientated directly across from the corner lobby of the existing SpringHill Suites by Marriott, underlining the integrated design approach.

Massing Concept

The proposed Element by Westin by Marriott mass is an “L” shape that wraps the outdoor amenity zone and creates a relationship with the lobby of the adjacent existing 5-story SpringHill Suites by Marriott. With the Element sitting slightly further back from US-31, it will rise to six stories in height, with the prominent Southeast corner visible to traffic on 191st Street, as well as US-31 North-bound traffic.

Architectural Concept

The architectural design of this Element is modern, sophisticated, and elevated. The sleek black design uses a variety of materials to subtly change the look and proportions of each elevation. The building is primarily brick with sections of warm wood tones, creating a sense of approachability. Extensive glass will be used in the public spaces, including at the two-story lobby overlooking the outdoor amenity space. Enlarged guestroom windows span from floor to ceiling creating a connection with the outside. The primary Southeast corner will be clad in architectural metal that will create a vertical pattern with texture, and an integrated vertical lighting to give the corner a sparkle and presence at night. The design is more urban than suburban in nature and complements the existing adjacent SpringHill Suites by Marriott hotel.

Vision

The proposed Element by Westin by Marriott is an all-suite extended stay hotel, designed for longer stays, but also perfect for a weekday work trip or a weekend getaway. This versatile offering provides fully equipped kitchens in every room, as well as a purified water system. The philosophy of the brand is guest wellness, creating an environment where guests can preserve a balance between work, fitness, relaxation, and play. In the mornings, guests can enjoy a complimentary breakfast made fresh to order, or a workout in the motion fitness room. In the afternoon, guests can unwind with a swim in the outdoor pool, a yoga class on the outdoor lawn, or grab a complementary bike for a ride on the Monon. In the evenings, the large multifunction lobby will allow guests to relax and unwind next to the fireplace, catch up on work in a relaxed and social setting, or enjoy a curated craft cocktail and a snack in the lobby bar. Ample outdoor areas will allow guests every opportunity to enjoy the outdoors, and to appreciate a unique hospitality experience in Westfield.

ORDINANCE NUMBER 25-__

**AN ORDINANCE OF THE CITY OF WESTFIELD AND WASHINGTON
TOWNSHIP, HAMILTON COUNTY, INDIANA CONCERNING AMENDMENT TO
THE GRAND PARK VILLAGE PUD DISTRICT AND THE UNIFIED
DEVELOPMENT ORDINANCE**

“Grand Park Village PUD – 2025 Amendment V”

This is an Ordinance (to be known as the "**Grand Park Village PUD – 2025 Amendment V**") to amend the Unified Development Ordinance of the City of Westfield and Washington Township, Hamilton County, Indiana (the "UDO"), enacted by the City of Westfield pursuant to its authority under the laws of the State of Indiana, Ind. Code § 36-7-4 et seq., as amended.

WHEREAS, the City of Westfield, Indiana (the "City") and the Township of Washington, both of Hamilton County, Indiana are subject to the UDO;

WHEREAS, the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") enacted Ordinance No. 12-46 (the "Grand Park Village PUD Ordinance"), on December 10, 2012, and amended by (i) Ordinance 15-10, enacted by the City Council on May 26, 2015, and (ii) Ordinance 18-33, enacted by the City Council on September 24, 2018, (iii) Ordinance 19-49, enacted by the City Council on November 19, 2019, and Ordinance 22-11 enacted by the City Council on May 9, 2022 on (collectively, the "Grand Park Village PUD");

WHEREAS, the Westfield-Washington Advisory Plan Commission (the "Commission") considered a petition (**Petition No. 25__-PUD-__**), requesting an amendment to the UDO and the Grand park Village PUD with regard to the subject real estate more particularly described in **Exhibit A** attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded **Petition No. 25__-PUD-__** to the Common Council of the City of Westfield, Hamilton County, Indiana (the "Common Council") with a **Recommendation** (_- _ vote) in accordance with Indiana Code § 36-7-4-608, as required by Indiana Code § 36-7-4-1505;

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on __ __, 2025; and

WHEREAS, the Common Council is subject to the provisions of the Indiana Code §36-7-4-1507 and Indiana Code § 36-7-4-1512 concerning any action on this request.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Hamilton County, Indiana, meeting in regular session, that the UDO and Zoning Map are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 This ordinance shall amend the Grand Park Village PUD Ordinance, as applicable to the Real Estate.
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) the Grand Park Village PUD, and (iii) the provisions of the UDO, as amended and applicable to the Underlying Zoning District or a Planned Unit Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Grand Park Village PUD.
- 1.3 Chapter (“*Chapter*”) and Article (“*Article*”) cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the UDO.
- 1.4 All provisions and representations of the UDO that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. Development Standards. The standards of Chapter 6: Development Standards of the Grand Park Village PUD shall apply to the development of the Real Estate, except as otherwise modified below:

- 2.1 Bike Hub and Commercial Space: In addition to the Permitted Uses within the bike hub and commercial space listed in Section 2.3(3) of Ordinance 22-11, the following uses shall also be permitted:
 - Office, Professional
 - Health, Fitness and Exercise Center
 - Restaurant, Takeout and Deli-Style (Without Drive-Thru)
 - Restaurant, Specialty (Without Drive-Thru)
 - Art Gallery
 - Barber/Beauty Shop
 - Book Store
 - Flower Shop
 - Gift Shop
 - Meat Market
 - Hobby Shop
 - Book Store
 - Music/Media Shop
 - Other uses deemed substantially similar in terms of a) nature of business and b) traffic generation as determined by the Director of Community Development.

Section 3. **Severability.** If any term or provision of this ordinance is held to be illegal or unenforceable, the validity or enforceability of the remainder of this ordinance will not be affected.

[Remainder of page intentionally left blank, signature page follows]

ALL OF WHICH IS HEREBY ADOPTED BY THE CITY COUNCIL OF WESTFIELD,
HAMILTON COUNTY, INDIANA THIS _____ DAY OF _____, 2025.

WESTFIELD CITY COUNCIL
HAMILTON COUNTY, INDIANA

Voting For	Voting Against	Abstain
Jon Dartt	Jon Dartt	Jon Dartt
Victor McCarty	Victor McCarty	Victor McCarty
Joe Duepner	Joe Duepner	Joe Duepner
Patrick Tamm	Patrick Tamm	Patrick Tamm
Noah Herron	Noah Herron	Noah Herron
Kurt Wanninger	Kurt Wanninger	Kurt Wanninger
Chad Huff	Chad Huff	Chad Huff

ATTEST:

Marla Ailor, Clerk Treasurer

I hereby certify that **ORDINANCE 25-__** was delivered to the Mayor of Westfield

on the ____ day of _____, 2025, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE Ordinance 25-__

this ____ day of _____, 2025.

Scott A. Willis, Mayor

I hereby VETO Ordinance 25-__

this ____ day of _____, 2025.

Scott A. Willis, Mayor

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law: Jon C. Dobosiewicz

This document prepared by: James E. Shinaver and Jon C. Dobosiewicz; Nelson & Frankenger
550 Congressional Blvd, Suite 210, Carmel, IN 46032 (317) 844-0106

SCHEDULE OF EXHIBITS

Exhibit A Real Estate (Legal Description)

EXHIBIT A
REAL ESTATE

(Page 1 of 3 – Legal Description)

Part of the Northwest Quarter of Section 36, Township 19 North, Range 3 East of the Second Principal Meridian, in Washington Township, Hamilton County, Indiana, more particularly described as follows:

Commencing at the Northwest corner of said Quarter; thence South 00 degrees 19 minutes 12 seconds West along the West line of said Quarter section a distance of 703.99 feet to the easterly right of way line of Grand Park Boulevard, the following 7 courses being along said right of way line; 1) South 00 degrees 18 minutes 58 seconds West 228.91 feet to a tangent curve to the left having a radius of 600.00 feet, the radius point of which bears South 89 degrees 41 minutes 07 seconds East; 2) Southerly along said curve an arc distance of 641.48 feet to a point which bears South 25 degrees 41 minutes 20 seconds West from said radius point to the POINT OF BEGINNING; 3) Continuing tangent curve to the left having a radius of 600.00 feet, the radius point of which bears North 25 degrees 41 minutes 20 seconds East; thence southerly along said curve an arc distance of 14.47 feet to a point which bears South 24 degrees 18 minutes 40 seconds West from said radius point; 4) South 65 degrees 41 minutes 36 seconds East 891.48 feet; 5) South 74 degrees 37 minutes 16 seconds East 79.71 feet; 6) South 84 degrees 07 minutes 37 seconds East 110.37 feet; 7) North 74 degrees 42 minutes 18 seconds East 93.05 feet to the northerly right of way line of Wheeler Road and a tangent curve to the right having a radius of 1305.00 feet, the radius point of which bears South 57 degrees 55 minutes 21 seconds East, the following 2 courses being along said right of way line; 1) Northerly along said curve an arc distance of 172.60 feet to a point which bears North 50 degrees 20 minutes 41 seconds West from said radius point; 2) North 39 degrees 39 minutes 19 seconds East 301.33 feet to the southerly corner of Grand Park Village – Lake Village Section Four, Instr. No. 2018052980 in the Office of the Recorder of Hamilton County, Indiana; thence North 50 degrees 20 minutes 41 seconds West a distance of 410.08 feet along the southerly line thereof to the easterly line of Grand Park Village – Lake Village Section Three, Instr. No. 201562128, in the Office of the Recorder of Hamilton County, Indiana, the following twenty courses being along said plat line; 1) Non-tangent curve to the right having a radius of 114.33 feet, the radius point of which bears North 56 degrees 05 minutes 41 seconds West; thence westerly along said curve an arc distance of 30.20 feet to a point which bears South 40 degrees 58 minutes 00 seconds East from said radius point; 2) South 49 degrees 01 minutes 58 seconds West 17.02 feet; 3) Tangent curve to the left having a radius of 85.67 feet, the radius point of which bears South 40 degrees 58 minutes 04 seconds East; thence southerly along said curve an arc distance of 88.25 feet to a point which bears South 80 degrees 00 minutes 38 seconds West from said radius point; 4) South 09 degrees 59 minutes 24 seconds West 113.23 feet; 5) Tangent curve to the right having a radius of 64.33 feet, the radius point of which bears South 80 degrees 00 minutes 28 seconds West; thence southerly along said curve an arc distance of 33.99 feet to a point which bears South 69 degrees 42 minutes 54 seconds East from said radius point; 6) South 20 degrees 16 minutes 58 seconds West 42.65 feet; 7) Tangent curve to the left having a radius of 35.67 feet, the radius point of which bears South 69 degrees 42 minutes 53 seconds East; thence southerly along said curve an arc distance of 19.86 feet to a point which bears South 78 degrees 23 minutes 31 seconds West from said radius point; 8) South 11 degrees 36 minutes 21 seconds East 26.11 feet; 9) Tangent curve to the right having a radius of 86.53 feet, the radius point of which bears South 76 degrees 31 minutes 37 seconds West; thence southerly along said curve an arc distance of 46.21 feet to a point which bears South 72 degrees 52 minutes 36 seconds East from said radius point; 10) South 17 degrees 13 minutes 45 seconds West 0.06 feet; 11) Tangent curve to the right having a radius of 95.91 feet, the radius point of which bears North 72 degrees 39 minutes 25 seconds West; thence westerly along said curve an arc distance of 264.87 feet to a point which bears South 85 degrees 34 minutes 37 seconds West from said radius point; 12) Non-tangent curve to the right having a radius of 382.82 feet, the radius point of which

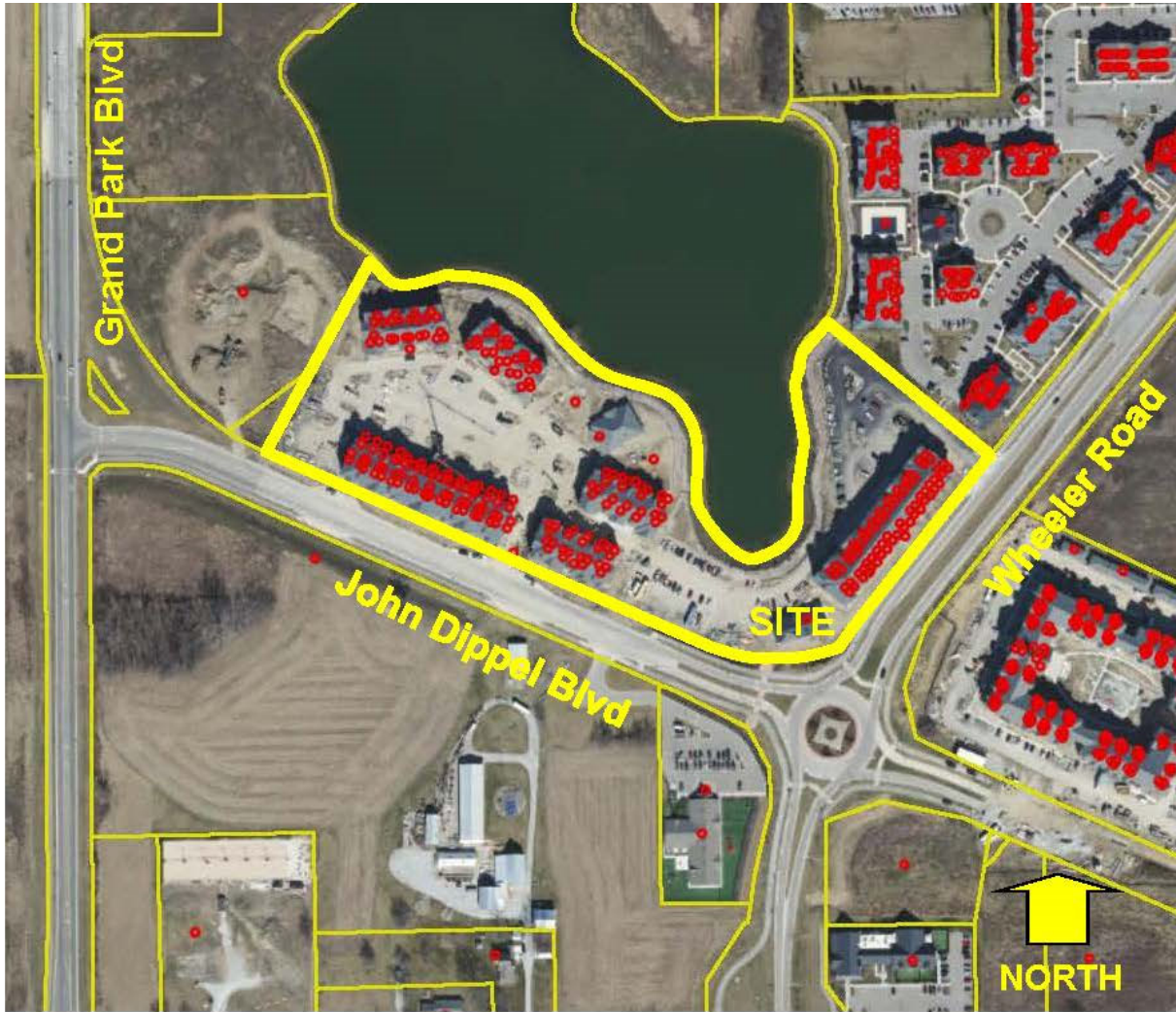
EXHIBIT A
REAL ESTATE

(Page 2 of 3 – Legal Description)

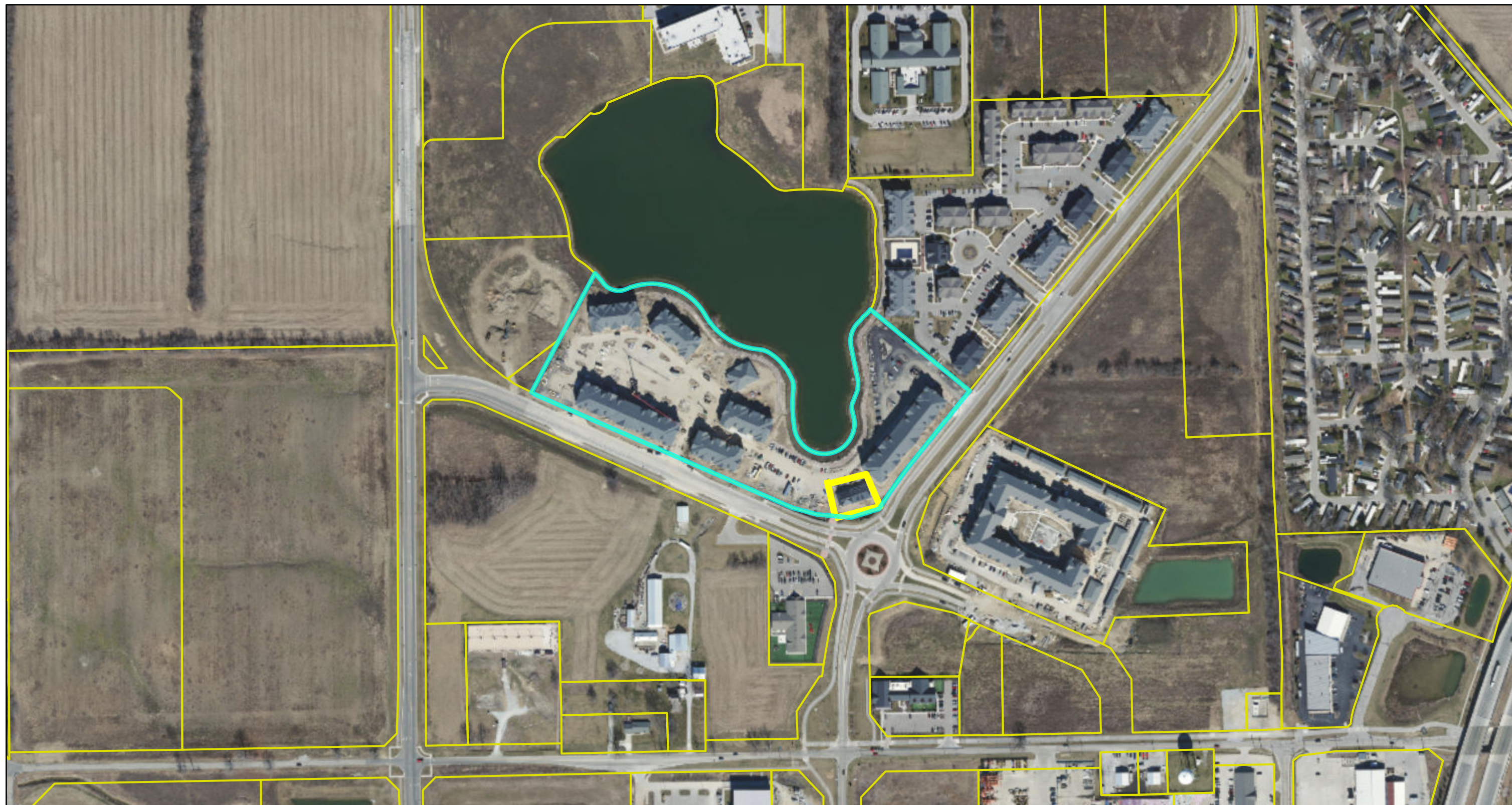
bears North 79 degrees 57 minutes 26 seconds East; thence northerly along said curve an arc distance of 115.26 feet to a point which bears North 82 degrees 47 minutes 28 seconds West from said radius point; 13) Non-tangent curve to the left having a radius of 77.85 feet, the radius point of which bears North 82 degrees 47 minutes 21 seconds West; thence northerly along said curve an arc distance of 45.44 feet to a point which bears South 63 degrees 45 minutes 59 seconds West from said radius point; 14) Non-tangent curve to the left having a radius of 183.33 feet, the radius point of which bears South 63 degrees 46 minutes 04 seconds West; thence northerly along said curve an arc distance of 103.61 feet to a point which bears North 31 degrees 23 minutes 08 seconds East from said radius point; 15) Non-tangent curve to the left having a radius of 85.67 feet, the radius point of which bears South 31 degrees 23 minutes 01 seconds West; thence westerly along said curve an arc distance of 38.34 feet to a point which bears North 05 degrees 44 minutes 33 seconds East from said radius point; 16) Non-tangent curve to the right having a radius of 214.33 feet, the radius point of which bears North 05 degrees 44 minutes 24 seconds East; thence westerly along said curve an arc distance of 207.02 feet to a point which bears South 61 degrees 04 minutes 58 seconds West from said radius point; 17) Non-tangent curve to the left having a radius of 195.38 feet, the radius point of which bears South 61 degrees 04 minutes 52 seconds West; thence westerly along said curve an arc distance of 287.18 feet to a point which bears North 23 degrees 08 minutes 13 seconds West from said radius point; 18) Non-tangent curve to the right having a radius of 64.30 feet, the radius point of which bears North 23 degrees 12 minutes 05 seconds West; thence westerly along said curve an arc distance of 87.96 feet to a point which bears South 55 degrees 12 minutes 43 seconds West from said radius point; 19) Non-tangent curve to the left having a radius of 240.44 feet, the radius point of which bears South 55 degrees 12 minutes 03 seconds West; thence northerly along said curve an arc distance of 36.25 feet to a point which bears North 46 degrees 33 minutes 47 seconds East from said radius point; thence South 28 degrees 36 minutes 31 seconds West a distance of 428.93 feet to the POINT OF BEGINNING containing 12.00 acres, more or less.

EXHIBIT A
REAL ESTATE

(Page 3 of 3 - Location Map)



Hamilton County, Indiana



2/28/2025, 9:17:16 AM

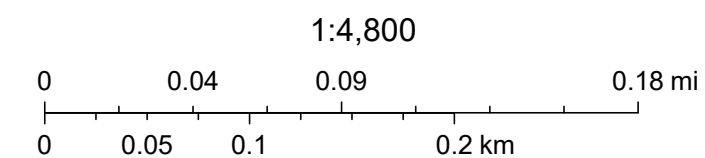










Exhibit “C”

TWG Grand Park PUD – 2025 Amendment V
Project Description

The applicant, TWG Grand Park Village LLC, (“TWG”), is seeking text amendment approval to the Grand Park Village PUD Ordinance for a parcel of real estate that is identified by the Hamilton County, Indiana Auditor’s Office as Tax Parcel Identification Number 08-05-36-00-02-005.111, which parcel is located at the northwest intersection of John Dipple Boulevard and Wheeler Road (the “Real Estate”).

Regarding the zoning of the Real Estate, on December 10, 2012 the City Council enacted Ordinance No. 12-46 (the “Grand Park Village PUD Ordinance”) and the Grand Park Village PUD Ordinance was thereafter amended: (i) by Ordinance 15-10, enacted by the City Council on May 26, 2015; (ii) by Ordinance 18-33, enacted by the City Council on September 24, 2018; (iii) by Ordinance 19-49, enacted by the City Council on November 19, 2019; and by (iv) Ordinance 22-11, enacted by the City Council on May 9, 2022 (all of the foregoing are collectively referred to as the “Grand Park Village PUD”).

TWG is seeking approval of an amendment to the Grand Park Village PUD to be known as the "Grand Park Village PUD – 2025 Amendment V" which solely pertains to the permitted uses within the Bike Hub and Commercial Space building which is located at the northwest intersection of John Dipple Boulevard and Wheeler Road.

In this regard, the Bike Hub Commercial Space building is associated with TWG’s “Tempo at Grand Park” apartment community and pursuant to the Grand Park PUD – Amendment IV, Ordinance 22-11, enacted by the City Council on May 9, 2022, there were a limited list of permitted uses for the Bike Hub Commercial Space building. Since completing construction of the Bike Hub Commercial Space building, TWG has attempted to lease out spaces to tenants but has been unsuccessful due to the limited number of permitted uses for this building.

The "Grand Park Village PUD – 2025 Amendment V" proposed by TWG includes additional permitted uses for the Bike Hub Commercial Space building that would be appropriate for the location and the size of the building.

ORDINANCE 25-18

AN ORDINANCE OF THE COMMON COUNCIL OF THE CITY OF WESTFIELD, INDIANA, AUTHORIZING AND APPROVING ADDITIONAL APPROPRIATIONS OF FUNDS FROM THE IT-REVENUE FUND

WHEREAS, the City of Westfield, Indiana (“City”) is a duly formed municipal corporation within the State of Indiana, governed by its duly elected Mayor and Common Council (“Council”);

WHEREAS, at times, it is necessary to appropriate funds within the approved budget pursuant to Ind. Code § 36-4-7-8;

WHEREAS, the unencumbered balance in the IT-Revenue Fund No. 270 as of December 31, 2025, is currently projected to exceed \$47,025;

WHEREAS, the City desires to appropriate an additional \$47,025 from the IT-Revenue Fund No. 270; and

WHEREAS, a notice of public hearing on said appropriations was properly published and such public hearing has been held.

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Westfield, Indiana, that:

Section 1. Recitals. The foregoing recitals are fully incorporated herein by reference.

Section 2. Additional Appropriation. The Council hereby appropriates the following additional sums of money from the IT-Revenue Fund, subject to applicable laws.

From:

\$47,025 from Fund No. 270 operating balance

To:

Personal Services Line item # 270007111 -	\$10,000
Personal Services Line item # 270007120 -	\$765
Personal Services Line item # 270007121 -	\$1,660
Personal Services Line item # 270007125 -	\$600
Services and Charges Line item # 270007389-	\$25,000
Capital Outlays Line item #270007451-	\$9,000

Prepared by Benjamin W. Roeger on March 6, 2025, as suggested language only and not as legal advice. No subsequent revision has been reviewed by Mr. Roeger.

Section 4. The Council, pursuant to its power and ability to manage the finances of the City (Ind. Code § 36-4-4-4), authorizes and directs the Clerk Treasurer to take all actions necessary to efficiently implement the appropriations specified herein.

Section 5. All other City ordinances, code sections, resolutions, or parts thereof in conflict with the provisions and intent of this ordinance are hereby repealed.

Section 6. Should any parts of this ordinance be found unconstitutional or illegal, the remaining parts shall survive and be in full effect.

Section 7. This ordinance shall be in full force and effect from and after its passage by the Council and approval by the Mayor, and in accordance with Indiana law.

PASSED THIS _____ DAY OF _____, 2025, BY THE WESTFIELD COMMON COUNCIL, HAMILTON COUNTY, INDIANA.

WESTFIELD COMMON COUNCIL

<u>Voting For</u>	<u>Voting Against</u>	<u>Abstain</u>
_____ Kurt J Wanninger	_____ Kurt J Wanninger	_____ Kurt J Wanninger
_____ Chad Huff	_____ Chad Huff	_____ Chad Huff
_____ Patrick T. Tamm	_____ Patrick T. Tamm	_____ Patrick T. Tamm
_____ Joe Duepner	_____ Joe Duepner	_____ Joe Duepner
_____ Jon Dartt	_____ Jon Dartt	_____ Jon Dartt
_____ Noah Herron	_____ Noah Herron	_____ Noah Herron
_____ Victor McCarty	_____ Victor McCarty	_____ Victor McCarty

Prepared by Benjamin W. Roeger on March 6, 2025, as suggested language only and not as legal advice. No subsequent revision has been reviewed by Mr. Roeger.

ATTEST:

Marla Ailor, Clerk-Treasurer

I hereby certify that ORDINANCE 25-18 was delivered to the Mayor of Westfield
on the _____ day of _____, 2025, at _____ m.

Marla Ailor, Clerk-Treasurer

I hereby APPROVE ORDINANCE 25-18

this _____ day of _____,
2025.

Scott A. Willis, Mayor

I hereby VETO ORDINANCE 25-18

this _____ day of _____,
2025.

Scott A. Willis, Mayor

I affirm under the penalties for perjury, that I have taken reasonable care to redact each Social
Security Number in this document unless required by law. /s/ Benjamin W. Roeger